



**Cotter Corporation**  
**General Office**

303-980-1292  
12596 WEST BAYAUD AVENUE, SUITE 350  
LAKEWOOD, COLORADO 80228

RECEIVED  
SEP 09 1991  
SAFE SECTION

September 6, 1991

Ms. Diana L. Newman  
U.S. EPA, Region VII  
Superfund Branch  
726 Minnesota Avenue  
Kansas City, Kansas 66101

Site:	Westlake LDF
ID #:	MA0079900932
Break:	11.6 cu#1
Other:	Cotter Corp.
	0714 9-6-91

Re: CERCLA 104(e) Information Requests  
to Cotter Corporation

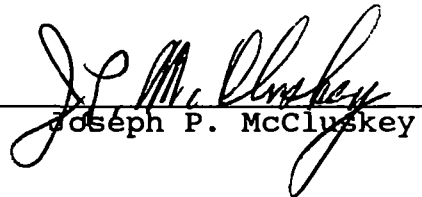
Dear Ms. Newman:

Enclosed are Cotter Corporation's responses  
to EPA's CERCLA 104(e) Information Requests dated July  
12, 1991.

Very truly yours,

COTTER CORPORATION

By

  
Joseph P. McCluskey

JPMc/dd

Enclosures

016.JPM



40057631  
SUPERFUND RECORDS

COT 0002

**COTTER CORPORATION RESPONSES  
TO EPA  
REQUESTS FOR INFORMATION  
DATED JULY 12, 1991**

**GENERAL OBJECTIONS**

Cotter Corporation objects to these requests to the extent they seek information that is protected by the attorney-client privilege or the attorney work product doctrine.

Re: Definition 16. Cotter has searched its records for all information requested by Definition 16 in conjunction with these requests. On the grounds of undue burden, however, Cotter objects to the extent that the definition requires Cotter to search records that are equally available to the EPA (e.g., public records). As a courtesy to EPA, Cotter has provided some non-corporate and/or public records that were found in Cotter's files during the search, however, in providing these documents to EPA, Cotter does not intend to waive this objection in any way, nor does Cotter make any representations as to the accuracy or authenticity of any non-corporate and/or public documents that have been provided, nor does Cotter adopt the statements made in such documents.

**RESPONSES**

1. Identify each person who assisted, or is assisting, in the preparation of the answers to this request for information.

**Response:**

Joseph P. McCluskey  
Cotter Corporation  
12596 W. Bayaud Ave., #350  
Lakewood, Colorado 80228  
(303) 980-1292

Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228  
(303) 980-1292

Harlan M. Dellis  
Commonwealth Edison Co.  
P.O. Box 767  
Chicago, Illinois 60690  
(312) 294-4321

John L. Watson as well as other  
Attorneys and Staff of:  
Holme Roberts & Owen  
1700 Lincoln; Suite 4100  
Denver, Colorado 80203  
(303) 861-7000

2. Identify, if not you, the official or representative of Respondent to contact regarding the requested information.

**Response:** Joseph P. McCluskey  
Cotter Corporation  
12596 W. Bayaud Ave., #350  
Lakewood, Colorado 80228  
(303) 980-1292

Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228  
(303) 980-1292

3. Please provide the following information:

**Response:** See responses to 3.1 through 3.7, inclusive.

3.1 The full and correct name of Respondent;

**Response:** Cotter Corporation, (N.S.L.)

3.2 The date of its incorporation or formation;

**Response:** February 27, 1956

3.3 The state of its incorporation or formation;

**Response:** New Mexico

3.4 The nature of its business;

**Response:** Uranium mining and uranium milling.

3.5 Respondent's principal place of business;

**Response:** 12596 W. Bayaud Ave.  
Suite #350  
Lakewood, Colorado 80228

3.6 Names and addresses of Respondent's officers and directors; and

**Response:** DIRECTORS

Harlan M. Dellis  
Commonwealth Edison Co.  
P.O. Box 767  
Chicago, Illinois 60690

Joseph P. McCluskey  
Cotter Corporation  
12596 W. Bayaud Ave., #350  
Lakewood, Colorado 80228

James J. O'Connor  
Commonwealth Edison Co.  
P.O. Box 767  
Chicago, Illinois 60690

George P. Rifakes  
Commonwealth Edison Co.  
P.O. Box 767  
Chicago, Illinois 60690

Ernest M. Roth  
Commonwealth Edison Co.  
P.O. Box 767  
Chicago, Illinois 60690

OFFICERS

Harlan M. Dellis  
Commonwealth Edison Co.  
P.O. Box 767  
Chicago, Illinois 60690  
Vice President and General Counsel

Joseph P. McCluskey  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228  
Executive Vice President and General Manager

Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228  
Vice President, Secretary, and Treasurer



James J. O'Connor  
Commonwealth Edison Co.  
P.O. Box 767  
Chicago, Illinois 60690  
Chairman

George P. Rifakes  
Commonwealth Edison Co.  
P.O. Box 767  
Chicago, Illinois 60690  
President

Ernest M. Roth  
Commonwealth Edison Co.  
P.O. Box 767  
Chicago, Illinois 60690  
Vice President

Roger F. Kovak  
Commonwealth Edison Co.  
P.O. Box 767  
Chicago, Illinois 60690  
Controller

Richard E. Martin  
Commonwealth Edison Co.  
P.O. Box 767  
Chicago, Illinois 60690  
Assistant Treasurer

William L. Ramey  
Commonwealth Edison Co.  
P.O. Box 767  
Chicago, Illinois 60690  
Assistant Secretary

3.7 Respondent's parent corporation or organization.

**Response:** Commonwealth Edison Company

4. If Respondent has any subsidiaries or affiliates, please state the following with respect to each subsidiary or affiliate:

**Response:** Cotter Corporation does not have any subsidiaries or affiliates.

4.1 The full and correct name of each;

**Response:** Cotter Corporation does not have any subsidiaries or affiliates.

4.2 The address of its principal place of business;

**Response:** Cotter Corporation does not have any subsidiaries or affiliates.

4.3 If a corporation, the state of its incorporation;

**Response:** Cotter Corporation does not have any subsidiaries or affiliates.

4.4 Its relationship to Respondent's business or corporation;

**Response:** Cotter Corporation does not have any subsidiaries or affiliates.

4.5 The name, address, and title of each officer and director;

**Response:** Cotter Corporation does not have any subsidiaries or affiliates.

4.6 The name and address of the resident agent; and

**Response:** Cotter Corporation does not have any subsidiaries or affiliates.

4.7 The principal business in which such entity is involved.

**Response:** Cotter Corporation does not have any subsidiaries or affiliates.

5. If Respondent is a subsidiary of, a division of, a franchise of or part of the organization of any other corporation, entity or organization, please state the following with regard to each such corporation, entity or organization:

**Response:** Cotter Corporation is a subsidiary of Commonwealth Edison Co.

5.1 Its relationship to Respondent's entity, organization, or corporation;

**Response:** Wholly Owned Subsidiary.

5.2 Its principal office;

**Response:** One First National Plaza  
Chicago, Illinois

5.3 The state of its incorporation or organization;

**Response:** Illinois.

5.4 The date of its incorporation or organization;

**Response:** Commonwealth Edison Company was incorporated as such on September 16, 1907. The Chicago Edison Company, the first predecessor company was incorporated on April 8, 1887.

5.5 Its principal business;

**Response:** Electric Utility.

5.6 The commencement date of its relationship with Respondent's entity, organization, or corporation; and

**Response:** Commonwealth Edison Company acquired Cotter Corporation on July 31, 1974.

5.7 Names and addresses of its officers and directors.

**Response:** DIRECTORS

Jean Allard  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767

James W. Compton  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767

R. Robert Funderburg  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767

Donald P. Jacobs  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767

George E. Johnson  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767

Harvey Kapnick  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767

Byron Lee, Jr.  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767

Thomas L. Martin, Jr.  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767

Edward A. Mason  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767

Patrick G. Ryan  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767

Lando W. Zech, Jr.  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767

James J. O'Connor  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767

Bide L. Thomas  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767

OFFICERS

Bide L. Thomas  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767  
President

Cordell Reed  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767  
Senior Vice President

Ernest M. Roth  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767  
Senior Vice President

John C. Bukovski  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767  
Vice President

Harlan M. Dellsey  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767  
Vice President and General Counsel

Dennis P. Galle  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767  
Vice President

J. Stanley Graves  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767  
Vice President

Thomas J. Maiman  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767

Robert J. Manning  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767  
Vice President

Donald A. Petkus  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767  
Vice President

George P. Rifakes  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767  
Vice President

J. Patrick Sanders  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767  
Vice President

John J. Viera  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767  
Vice President

Michael J. Wallace  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767  
Vice President

Roger F. Kovack  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767  
Comptroller

Dennis F. O'Brien  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767  
Treasurer

David A. Scholz  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767  
Secretary

6. Describe any clean-up or removal of hazardous substances as defined in CERCLA § 101(14); 42 U.S.C. § 9601(14), at the site.

**Response:** As of the date of these responses, Cotter Corporation has found no corporate or personal information that would allow it to respond to this request.

7. What arrangements were made to transport these hazardous substances?

**Response:** As of the date of these responses, Cotter Corporation has found no corporate or personal information that would allow it to respond to this request.

8. With respect to all hazardous substances disposed of at the West Lake Landfill by Respondent, provide the following information:

**Response:** **GENERAL OBJECTION AND INITIAL RESPONSE:**  
As of the date of these responses, Cotter Corporation has not found any personal or corporate information of any relationship between Cotter and West Lake Landfill, nor has Cotter found any personal or corporate information that any hazardous substances, wastes or other materials of any kind whatsoever were hauled to or disposed of at the site known as West Lake Landfill.

Cotter Corporation is aware, however, that an investigation report published by the U.S. Nuclear Regulatory Commission (IE Investigation Report No. 76-01) alleges that material from the former Commercial Discount Corporation, 9200 Latty Avenue, Hazlewood, Missouri property was deposited by B&K Construction "...in an area adjacent to the office building [at West Lake Landfill]." Reference to the NRC report above is a courtesy to EPA and does not constitute Cotter's endorsement or adoption of this report or the information therein. Insofar as this request asks for information regarding these allegations, Cotter states as follows:

See responses to 8.1 through 8.6, inclusive.

- 8.1 Time period or periods over which each of these substances was disposed;

**Response:** See GENERAL OBJECTION AND INITIAL RESPONSE recited at the beginning of the response to request 8.

In or about October of 1972, Cotter contracted with B&K Construction to restore the property located at 9200 Latty Avenue,

Hazlewood, Missouri; however, as of the date of these responses, Cotter has found no other corporate or personal information regarding this request.

8.2 Quantity (weight and volume) of each of these wastes disposed;

**Response:** See GENERAL OBJECTION AND INITIAL RESPONSE recited at the beginning of the response to request 8.

A letter dated October 1, 1968, from Warren E. Goff of Cotter to S.R. Sapirie of the United States Atomic Energy Commission gives an estimate of "...2500 tons of spent Barium Sulfate..." being present at the "drying plant" in Hazlewood, Missouri [9200 Latty Avenue]. This letter requests permission from the United States Atomic Energy Commission "to dispose of this material at the AEC 'Quarry' burial site at Weldon Springs."

8.3 Nature and condition of any containers in which these wastes were placed prior to disposal;

**Response:** See GENERAL OBJECTION AND INITIAL RESPONSE recited at the beginning of the response to request 8.

As of the date of these responses, Cotter Corporation has found no corporate or personal information that would allow it to respond to this request.

8.4 List of transporters for each of these wastes, including company name, address, telephone number, and EPA identification number;

**Response:** See GENERAL OBJECTION AND INITIAL RESPONSE recited at the beginning of the response to request 8.

In or about October of 1972, Cotter entered into an agreement with B&K Construction Company in which B&K Construction Company would perform certain activities at the former Commercial Discount Corporation property located at 9200 Latty Avenue. Pursuant to this agreement, B&K Construction Company's activities included



the hauling and dumping of radioactive mineral residue at the "Weldon Springs disposal area."

B&K Construction Company

Last known address:

4140 Cypress Road

St. Ann, Missouri 63074

(???) 427-5666

Other information unknown to Cotter.

- 8.5 Results of any sample analyses performed on these wastes prior to disposal; and

**Response:** See GENERAL OBJECTION AND INITIAL RESPONSE recited at the beginning of the response to request 8.

As of the date of these responses, Cotter Corporation has found no corporate or personal information that would allow it to respond to this request.

- 8.6 Results of any sampling analyses performed on these wastes subsequent to disposal.

**Response:** See GENERAL OBJECTION AND INITIAL RESPONSE recited at the beginning of the response to request 8.

As of the date of these responses, Cotter Corporation has found no corporate or personal information that would allow it to respond to this request.

9. Provide names, titles, addresses, and telephone numbers of employees or agents who were involved in making arrangements concerning the hauling and disposal of hazardous wastes and/or substances into the West Lake Landfill Site. Such individuals might include contracting officers, foremen, bookkeepers, accountants, facility workers, etc.

**Response:** GENERAL OBJECTION AND INITIAL RESPONSE:  
As of the date of these responses, Cotter Corporation has not found any personal or corporate information of any relationship between Cotter and West Lake Landfill, nor has Cotter found any personal or corporate information that any hazardous substances, wastes or other materials of any kind whatsoever were hauled to or disposed of at the site known as West Lake Landfill.

Cotter Corporation is aware, however, that an investigation report published by the U.S. Nuclear Regulatory Commission (IE Investigation Report No. 76-01) alleges that material from the former Commercial Discount Corporation, 9200 Latty Avenue, Hazlewood, Missouri property was deposited by B&K Construction Company "...in an area adjacent to the office building [at West Lake Landfill]." Reference to the NRC report above is a courtesy to EPA and does not constitute Cotter's endorsement or adoption of this report or the information therein.

10. Provide details of the relationship(s) between Respondent, West Lake Landfill, Inc., Rock Road Industries, Inc., West Lake Quarry and Material Company, West Lake Ready Mix Company, Red Bird Ready Mix Company, Laidlaw Waste Systems (Bridgeton), Inc., Laidlaw Waste Systems, Inc., the Archdiocese of St. Louis, the Shrine of St. Jude, and the Society for the Propagation of Faith.

**Response:** As of the date of these responses, Cotter Corporation has found no corporate or personal information relating to any relationship with any of the entities listed in this request.

11. Identify all persons contracted to haul or dispose of hazardous substances and methods utilized for hauling or transporting material for Respondent. List dates that the individuals were utilized to provide such services and provide copies of all relevant records documenting such services.

**Response:** **GENERAL OBJECTION AND INITIAL RESPONSE:**  
As of the date of these responses, Cotter Corporation has not found any personal or corporate information of any relationship between Cotter and West Lake Landfill, nor has Cotter found any personal or corporate information that any hazardous substances, wastes or other materials of any kind whatsoever were hauled to or disposed of at the site known as West Lake Landfill.

Cotter further objects to this request because it is vague and unduly burdensome insofar as it asks for information

unrelated to the site known as West Lake Landfill. As this request may relate to the "site" known as West Lake Landfill, Cotter refers to its responses to requests numbered 8 through 8.4.

12. Did the Respondent direct any transporter(s) to dispose of its radioactive material at a designated site? If so, identify the designated sites.

**Response:**

**GENERAL OBJECTION AND INITIAL RESPONSE:**

As of the date of these responses, Cotter Corporation has not found any personal or corporate information of any relationship between Cotter and West Lake Landfill, nor has Cotter found any personal or corporate information that any hazardous substances, wastes or other materials of any kind whatsoever were hauled to or disposed of at the site known as West Lake Landfill.

Cotter further objects to this request because it is vague and unduly burdensome insofar as it asks for information unrelated to the site known as West Lake Landfill. As this request may relate to the site known as West Lake Landfill, Cotter states as follows:

In May of 1972, B&K Construction Company (B&K) submitted two separate letter proposals for the restoration of the 9200 Latty Avenue, Hazlewood, Missouri property to Ryckman, Edgerley, Tomlinson & Associates (RETA). These proposals both specify the United States Atomic Energy Commission's Weldon Springs disposal area.

Subsequently, in or about October of 1972, Cotter and B&K entered into a contract whereby B&K would restore the 9200 Latty Avenue, Hazlewood, Missouri property under the supervision of RETA. This contract states that the materials removed are "...to be dumped at the Weldon Springs disposal area..." which, on information and belief, was owned and operated by the United States Atomic Energy Commission.

13. What is the relationship of Respondent and B&K Construction?

**Response:**

On or about July 20, 1970, Cotter Corporation contracted B&K Construction (B&K) to dry the materials stored at 9200 Latty Avenue, Hazlewood, Missouri, and to transport them to Cotter's Canon City, Colorado facility. During the performance of this contract, a dispute arose regarding payment to B&K for periods during which mechanical failures prevented drying operations. As a result of this dispute, Cotter filed a replevin action (Circuit Court for the County of St. Louis, Cause No. 321030, Assignment Division) against B&K in the spring of 1971 in order to recover a bulldozer.

In May of 1972, B&K submitted two separate letter proposals for the restoration of the 9200 Latty Avenue, Hazlewood, Missouri property to Ryckman, Edgerley, Tomlinson & Associates (RETA). These proposals were forwarded to Cotter by RETA on or about May 25, 1972, with a recommendation that Cotter enter a contract with B&K.

In or about October of 1972, Cotter and B&K entered into a contract whereby B&K would restore the 9200 Latty Avenue, Hazlewood, Missouri property under the supervision of RETA.

On or about May 24, 1976, Robert S. Davis of B&K submitted a proposal for removing waste residue from the "Weldon Springs Site" and loading this material onto railcars. For the purposes of this proposal, Mr. Davis indicated that he would operate under the name R.S. Davis Contracting Company, 1219 Port Royal Drive, St. Louis, Missouri 63141. Cotter never pursued this project.

On or about August 3, 1978, Cotter received a proposal from B&K for certain activities to be undertaken at the 9200 Latty Avenue property.

14. Provide names, telephone numbers, and addresses of persons with knowledge of B&K Construction.

**Response:** Rich Ziegler  
Cotter Corporation.  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228  
(303) 980-1292

The various historical documents provided with these requests indicate that the following persons may have at one time had knowledge of B&K Construction; however, Cotter makes no representation as to the recollection of these persons.

David P. Marcott  
701 Ridgewood Road  
Canon City, Colorado 81212  
(719) 269-3854

Warren Goff  
206 N. 15th Street  
Canon City, Colorado 81212  
(719) 275-6913

Phillip K. Feeney  
Last known address  
Ryckman, Edgerley, Tomlinson & Associates  
12161 Lackland Road  
St. Louis, Missouri 63141  
(314) 434-6960

Robert S. Davis, Jr.  
Last known address:  
B&K Construction Company  
4140 Cypress Road  
St. Ann, Missouri 63074  
(???) 427-5666  
Other information unknown to Cotter.

Kenneth F. Davis, President  
Last known address:  
B&K Construction Company  
4140 Cypress Road  
St. Ann, Missouri 63074  
(???) 427-5666  
Other information unknown to Cotter.

15. Provide a description of any manufacturing or processing activities that utilized hazardous substances.

**Response:** Cotter objects to this request because it is vague and unduly burdensome insofar as it asks for information unrelated to the site known as West Lake Landfill. Cotter Corporation is aware, however, that an investigation report published by the U.S. Nuclear Regulatory Commission (IE Investigation Report No. 76-01) alleges that material from the former Commercial Discount Corporation, 9200 Latty Avenue property was deposited by B&K Construction "...in an area adjacent to the office building [at West Lake Landfill]." Reference to the NRC report above is a courtesy to EPA and does not constitute Cotter's endorsement or adoption of this report or the information therein. Insofar as this request asks for information regarding these allegations, Cotter states as follows:

Between approximately 1968 and July of 1969, Commercial Discount Corporation processed certain materials formerly owned by or in the custody of the United States Atomic Energy Commission through a drying facility, located at 9200 Latty Avenue, under Commercial Discount Corporation's source material license issued by the United States Atomic Energy Commission. The dried materials were then sent to Cotter's Canon City, Colorado facility.

In approximately July of 1969, Commercial Discount Corporation terminated its agreement with Cotter Corporation. In August of 1969, Cotter Corporation entered into a second purchase agreement with Commercial Discount Corporation in which Cotter Corporation assumed responsibility for the drying operations.

On or about July 20, 1970, Cotter Corporation contracted with B&K Construction (B&K) pursuant to which B&K was to dry and transport the materials stored at 9200 Latty Avenue, Hazlewood, Missouri. This contract required B&K to dry the materials using equipment located

at 9200 Latty Avenue and load the dried materials onto railcars for transport to Cotter's Canon City facility. Cotter believes that B&K used substantially the same equipment that was previously used by Commercial Discount Corporation for the same purpose. As of the date of these responses, Cotter has not found a precise process description regarding the 9200 Latty Avenue facility.

16. Provide copies of boring logs, geologic reports, well logs, well locations, soil samples, and all sampling data including sampling locations of all such samples for the site.

**Response:** As of the date of these responses, Cotter Corporation has found no corporate or personal information that would allow it to respond to this request.

17. Provide a description of the method of waste disposal (e.g., whether the waste was compacted or crushed prior to disposal), the thickness of waste deposited, and the amount of clean cover on top of the waste.

**Response:** Cotter objects to this request because it is vague and unduly burdensome insofar as it asks for information unrelated to the site known as West Lake Landfill. As this request may relate to the site known as West Lake Landfill, Cotter states as follows:

As of the date of these responses, Cotter Corporation has found no personal or corporate information that would allow it to respond to this request.

Cotter Corporation is aware, however, that an investigation report published by the U.S. Nuclear Regulatory Commission (IE Investigation Report No. 76-01) may contain information that may be responsive to this request. Reference to the NRC report above is a courtesy to EPA and does not constitute Cotter's endorsement or adoption of this report or the information therein.

18. Provide narrative and documentary information as to any waste Respondent or West Lake Landfill, has ever had transported off site, including but not limited to:

**Response:** As of the date of these responses, Cotter Corporation has found no corporate or personal information that would allow it to respond to this request.

18.1 Shipping manifests;

**Response:** As of the date of these responses, Cotter Corporation has found no documents that would allow it to respond to this request.

18.2 Shipping logs;

**Response:** As of the date of these responses, Cotter Corporation has found no documents that would allow it to respond to this request.

18.3 Receipts;

**Response:** As of the date of these responses, Cotter Corporation has found no documents that would allow it to respond to this request.

18.4 Weights tickets; and/or

**Response:** As of the date of these responses, Cotter Corporation has found no documents that would allow it to respond to this request.

18.5 Permits.

**Response:** As of the date of these responses, Cotter Corporation has found no documents that would allow it to respond to this request.

19. Provide the names, addresses, and telephone numbers of all persons responsible for the financial recordkeeping for Respondent, past and present.

**Response:** Jesse Link, Jr.  
P.O. Box 1000  
Roswell, New Mexico  
(505) 632-5600  
  
Duane A. Dughman  
241 S.E. 22nd Street  
Loveland, Colorado 80537-7351  
(303) 962-9548



Helen L. Bowman  
P.O. Box 261298  
Lakewood, Colorado 80226  
(303) 237-3834

Rich D. Ziegler  
12596 W. Bayaud Avenue  
Suite #350  
Lakewood, Colorado 80228  
(303) 980-1292

William A. Allen  
c/o Donna Farrell (TCL)  
Pioneer Group Inc.  
60 State Street  
Boston, Massachusetts 02109-1820  
(0362) 598/460 (West Africa)

Jerry L. Holloway  
12596 W. Bayaud Avenue  
Suite #350  
Lakewood, Colorado 80228  
(303) 980-1292

20. Provide copies of the meeting minutes of the corporate directors' meetings, for all the years during which Respondent held an interest or was affiliated with the site.

**Response:** As of the date of these responses, Cotter Corporation has found no relationship or affiliation between itself and the site known as West Lake Landfill.

21. Do you have any knowledge of releases of hazardous wastes or hazardous constituents (see 40 C.F.R. Part 261, Appendix VIII) into the environment (air, surface water, groundwater, or soil) from the site at any time in the past or present? If yes, provide a complete description of each release, including but not limited to:

**Response:** Cotter does not have any corporate or personal knowledge of any releases of any hazardous wastes, hazardous constituents, hazardous substances, or other materials of any kind whatsoever into the environment from the site known as West Lake Landfill at any time in the past or present. Therefore, Cotter has not responded to requests numbered 21.1 through 21.8.

21.1 Location of release;

**Response:**

21.2 Waste or constituents released;

**Response:**

21.3 Quantities of release;

**Response:**

21.4 Date of release;

**Response:**

21.5 Cause of release;

**Response:**

21.6 Environmental impact of release and response;

**Response:**

21.7 Response actions taken; and

**Response:**

21.8 Measures taken to prevent the recurrence of release.

**Response:**

22. Provide a detailed description of the area where Respondent deposited radioactive materials at West Lake Landfill, including a legal description.

**Response:**

**GENERAL OBJECTION AND INITIAL RESPONSE:**

As of the date of these responses, Cotter Corporation has not found any personal or corporate information of any relationship between Cotter and West Lake Landfill, nor has Cotter found any personal or corporate information that any radioactive materials were hauled to or disposed of at the site known as West Lake Landfill.

Cotter Corporation is aware, however, that an investigation report published by the U.S. Nuclear Regulatory Commission (IE Investigation Report No. 76-01) alleges that material from the former Commercial

Discount Corporation, 9200 Latty Avenue property was deposited by B&K Construction Company "...in an area adjacent to the office building [at West Lake Landfill]." Reference to the NRC report above is a courtesy to EPA and does not constitute Cotter's endorsement or adoption of this report or the information therein.

23. Describe in detail, the relationship between West Lake Landfill, Inc., and the Respondent, regarding the disposal of hazardous substances at West Lake Landfill.

**Response:**

**GENERAL OBJECTION AND INITIAL RESPONSE:**

As of the date of these responses, Cotter Corporation has not found any personal or corporate information of any relationship between Cotter and West Lake Landfill, nor has Cotter found any personal or corporate information that any hazardous substances were hauled to or disposed of at the site known as West Lake Landfill.

Cotter Corporation is aware, however, that an investigation report published by the U.S. Nuclear Regulatory Commission (IE Investigation Report No. 76-01) alleges that material from the former Commercial Discount Corporation, 9200 Latty Avenue property was deposited by B&K Construction "...in an area adjacent to the office building [at West Lake Landfill]." Reference to the NRC report above is a courtesy to EPA and does not constitute Cotter's endorsement or adoption of this report or the information therein.

24. Provide information describing the location and amount of radioactive waste disposed at West Lake Landfill. Provide information about the ownership of the radioactive waste before its disposal at the landfill.

**Response:**

**GENERAL OBJECTION AND INITIAL RESPONSE:**

As of the date of these responses, Cotter Corporation has not found any personal or corporate information of any relationship between Cotter and West Lake Landfill, nor has Cotter found any personal or corporate information that any radioactive waste was hauled to or disposed of at the site known as West Lake Landfill.

Cotter Corporation is aware, however, that an investigation report published by the U.S. Nuclear Regulatory Commission (IE Investigation Report No. 76-01) alleges that material from the former Commercial Discount Corporation, 9200 Latty Avenue property was deposited by B&K Construction Company "...in an area adjacent to the office building [at West Lake Landfill]." Reference to the NRC report above is a courtesy to EPA and does not constitute Cotter's endorsement or adoption of this report or the information therein. Insofar as this request asks for information regarding these allegations, Cotter provides the following ownership information with regard to the various materials that were associated with the former Commercial Discount Corporation, 9200 Latty Avenue property.

In a letter dated June 10, 1960, the United States Atomic Energy Commission solicited a bid from Cotter Corporation for the "purchase and removal of certain items of uranium contaminated residues." These residues were identified as; 1) "Pitchblende Raffinate" (residue from processing Belgian Congo pitchblende, hereafter referred to as Congo raffinate); 2) "Colorado Raffinate"; 3) "Barium Sulfate Cake (Unleached)"; 4) "Barium Cake (Leached)"; and, 5) "Miscellaneous Residues." Cotter Corporation did not purchase these residues pursuant to this request for bids.

The United States Atomic Energy Commission published one or more subsequent invitations to bid for certain materials between 1960 and about 1965, including Invitation to Bid No. AT-(23-2)-53, dated August 3, 1964; Invitation to Bid No. AT-(23-2)-52, dated January 10, 1964; and, Invitation to Bid No. AT-(23-2)-46, dated March 7, 1962.

On or about February 25, 1966, the United States Atomic Energy Commission apparently sold certain materials to Continental Mining & Milling Co. (Continental), under Contract No. AT-(23-2)-56. Subsequently,

on or about September 26, 1966, Continental also purchased approximately 3500 tons of "C-liner slag" (C-slag) from the United States Atomic Energy Commission under "Modification No. 1" to the above contract. Upon information and belief, Continental transferred all of these materials to its property located at 9200 Latty Avenue; Hazlewood, Missouri. Copies of relevant documents found in Cotter's files are provided as a courtesy to EPA; however, Cotter makes no representations as to the authenticity or accuracy of these documents, nor does Cotter endorse or adopt the information therein.

Certain material and real property was subsequently transferred to Commercial Discount Corporation (CDC) on or about February 3, 1967, through foreclosure proceedings, as is evidenced by public documents apparently recorded in St. Louis County. Copies of relevant documents found in Cotter's files are provided as a courtesy to EPA; however, Cotter makes no representations as to the authenticity or accuracy of these documents, nor does Cotter endorse or adopt the information therein.

During the spring of 1967, it is apparent that Cotter was negotiating with CDC for the purchase of certain material owned by or in the custody of the United States Atomic Energy Commission. Cotter subsequently purchased certain quantities of the Congo raffinate, the Colorado raffinate, the C-slag, and the Unleached Barium Sulfate from CDC in an agreement dated June 9, 1967. Pursuant to paragraph 1(a) of this agreement, title to the materials purchased passed to Cotter upon delivery of the material to Cotter's facility in Canon City, Colorado.

By letter to Cotter Corporation from CDC's counsel dated July 25, 1969, CDC terminated the June 9, 1967 agreement.

A second agreement between CDC and Cotter was executed on or about August 7, 1969, in which Cotter purchased certain materials

located at the 9200 Latty Avenue property. In this agreement Cotter was responsible for transporting certain materials to its Canon City, Colorado facility and for undertaking certain other activities at CDC's property.

25. Provide a list of all Federal, State and/or local permits with their respective number, contracts, licenses, or agreements which involved the disposal of, transporting of, or ownership of hazardous substances and/or hazardous wastes by the Respondent.

**Response:** Cotter objects to this request because it is vague and unduly burdensome insofar as it asks for information unrelated to the site known as West Lake Landfill. Cotter Corporation is aware, however, that an investigation report published by the U.S. Nuclear Regulatory Commission (IE Investigation Report No. 76-01) alleges that material from the former Commercial Discount Corporation, 9200 Latty Avenue property was deposited by B&K Construction "...in an area adjacent to the office building [at West Lake Landfill]." Reference to the NRC report above is a courtesy to EPA and does not constitute Cotter's endorsement or adoption of this report or the information therein. Insofar as this request asks for information regarding these allegations, Cotter states as follows:

Cotter's activities at the 9200 Latty Avenue property were performed under United States Atomic Energy Commission Source Material License Number SUB-1022.

26. Is Respondent covered by any type of liability insurance for sudden or non-sudden accidental releases of any hazardous substances or constituents or for any other liability resulting from your facility's handling of solvents, acids, metals or other hazardous substances? If so, please state.

**Response:** Many of the policies that Cotter held or may have held which are older than 7 years are incomplete or missing entirely from Cotter's files. Cotter believes that the following information is responsive to EPA's requests; however, some of these

policies may have coverage exclusions that were not identified from the information available. Cotter refers to its responses to requests 26.1 through 26.5, inclusive.

26.1 The name and address of the insurer;

- Response:**
- a. American National Fire Insurance Co.
  - b. American National Fire Insurance Co.
  - c. American National Fire Insurance Co.
  - d. Northbrook Excess and Surplus Insurance Co.
  - e. Northbrook Excess and Surplus Insurance Co.
  - f. Lexington Insurance Co.
  - g. Lexington Insurance Co.
  - h. Underwriter's at Lloyd's London
  - i. International Insurance Co.
  - j. American Employers Insurance Co.
  - k. American Employers Insurance Co.
  - l. American Employers Insurance Co.
  - m. Insurance Company of North America
  - n. American Empire Surplus Lines Insurance Company
  - o. American Employer's Insurance Co.
  - p. Insurance Company of North America
  - q. Insurance Company of North America
  - r. Insurance Company of North America
  - s. Insurance Company of North America
  - t. Insurance Company of North America

26.2 The number of the policy;

**Response:**

- a. SLP 9 43 52 91
- b. SLP 9 43 46 49
- c. SLP 3-19-85-17
- d. 63 008 020
- e. 63 006-777
- f. 500 15 16
- g. 500 03 38
- h. 52700
- i. 523 402093 8
- j. CLA30-2575-30
- k. CL AE 209818
- l. CL AE 9062106
- m. XCP 52 07
- n. 5 CX 0 21 76
- o. AE-8062-101
- p. GLP 09 79 92
- q. TF 10 48 07
- r. TF 10 97 16
- s. TF 10 97 26
- t. TF 11 52 87

26.3 The effective dates of the policy;

**Response:**

- a. 06/01/81 - 06/01/82
- b. 06/01/78 - 06/01/81
- c. 06/01/75 - 06/01/78
- d. 06/01/81 - 06/01/82



- e. 06/01/80 - 06/01/81
- f. 01/01/74 - 01/01/77
- g. 01/01/78 - 01/01/79
- h. 07/05/74 - 07/05/77
- i. 08/09/85 - 08/09/86
- j. 06/01/68 - 06/01/69
- k. 06/01/71 - 06/01/72
- l. 06/01/73 - 06/01/74
- m. 04/15/70 - 04/15/71
- n. 08/09/85 - 08/09/86
- o. 01/09/73 - 01/09/74
- p. 04/15/69 - 04/15/70
- q. 04/15/69 - 04/15/70
- r. 04/15/73 - 04/15/74
- s. 04/15/74 - 04/15/75
- t. 04/15/75 - 04/15/76

26.4 The limits of liability; and

**Response:**

- a. Bodily Injury  
\$500,000 each occurrence,  
\$500,000 aggregate products and  
completed operations  
Property Damage  
\$500,000 each occurrence,  
\$500,000 aggregate operations,  
\$500,000 aggregate protective,  
\$500,000 aggregate products and  
completed operations,  
\$500,000 aggregate contractual.

- b. Bodily Injury  
\$500,000 each occurrence,  
\$500,000 aggregate products and  
completed operations  
Property Damage  
\$500,000 each occurrence,  
\$500,000 aggregate operations,  
\$500,000 aggregate protective,  
\$500,000 aggregate products and  
completed operations,  
\$500,000 aggregate contractual.
- c. Bodily Injury  
\$300,000 each occurrence,  
\$300,000 aggregate products and  
completed operations  
Property Damage  
\$100,000 each occurrence,  
\$100,000 aggregate operations,  
\$100,000 aggregate protective,  
\$100,000 aggregate products and  
completed operations,  
\$100,000 aggregate contractual.
- d. \$10,000,000 each occurrence,  
\$10,000,000 aggregate for each annual  
period,  
\$10,000 retained limit each  
occurrence.
- e. \$10,000,000 each occurrence,  
\$10,000,000 aggregate for each annual  
period,  
\$25,000 retained limit each  
occurrence.
- f. \$10,000,000 single limit any one  
occurrence,  
\$10,000 ultimate net loss in respect  
of each occurrence not covered in  
underlying policy,  
\$10,000,000 aggregate for each annual  
period.
- g. \$5,000,000 single limit any one  
occurrence,  
\$10,000 ultimate net loss in respect  
of each occurrence not covered in  
underlying policy,  
\$5,000,000 aggregate for each annual  
period.

- h. \$100,000 each occurrence
- i. \$5,000,000 each covered occurrence,  
\$5,000,000 aggregate for each annual  
period,  
\$10,000 self-insured retention.
- j. Bodily Injury  
\$100,000 each person,  
\$300,000 each accident,  
Property Damage  
\$100,000 each accident,  
\$100,000 aggregate operations,  
\$100,000 aggregate protective,  
\$100,000 aggregate contractual.
- k. Bodily Injury  
\$100,000 each person,  
\$300,000 each occurrence,  
\$100,000 aggregate products and  
completed operations,  
Property Damage  
\$100,000 each occurrence,  
\$100,000 aggregate operations,  
\$100,000 aggregate protective,  
\$100,000 aggregate products and  
completed operations,  
\$100,000 aggregate contractual.
- l. Bodily Injury  
\$500,000 each person,  
\$500,000 each occurrence,  
\$500,000 aggregate products and  
completed operations,  
Property Damage  
\$100,000 each occurrence,  
\$100,000 aggregate operations,  
\$100,000 aggregate protective,  
\$100,000 aggregate products and  
completed operations,  
\$100,000 aggregate contractual.
- m. \$500,000 single limit
- n. \$900,000 in excess of \$100,000 Great  
American Insurance Co. Policy.
- o. Personal Injury  
\$250,000 each person  
\$500,000 each occurrence  
Property Damage  
\$100,000 each occurrence  
\$100,000 aggregate

- p. \$1,000,000 each accident  
\$1,000,000 aggregate
- q. \$25,000 for any one car  
\$75,000 for any one train
- r. \$25,000 for any one car  
\$75,000 for any one train
- s. \$25,000 for any one car  
\$75,000 for any one train
- t. \$25,000 for any one car  
\$75,000 for any one train

26.5 The name and address of the custodian of the policy.

**Response:**

- a. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228
- b. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228
- c. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228
- d. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228
- e. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228
- f. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228
- g. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228

- h. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228
- i. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228
- j. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228
- k. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228
- l. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228
- m. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228
- n. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228
- o. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228
- p. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228
- q. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228

- r. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228
- s. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228
- t. Rich Ziegler  
Cotter Corporation  
12596 W Bayaud Ave., #350  
Lakewood, Colorado 80228

27. If you are unable to obtain or provide any of the above information, please indicate the names and addresses of those individuals and/or corporations who would possess such information.

**Response:** The following individuals and/or corporations may possess information regarding the "site" identified as West Lake Landfill that is not known to Cotter:

Phillip K. Feeney  
Last known address  
Ryckman, Edgerley, Tomlinson & Associates  
12161 Lackland Road  
St. Louis, Missouri 63141  
(314) 434-6960

Robert S. Davis, Jr.  
Last known address:  
B&K Construction Company  
4140 Cypress Road  
St. Ann, Missouri 63074  
(???) 427-5666  
Other information unknown to Cotter.

Kenneth F. Davis, President  
Last known address:  
B&K Construction Company  
4140 Cypress Road  
St. Ann, Missouri 63074  
(???) 427-5666  
Other information unknown to Cotter.

Commercial Discount Corporation  
Last known address:  
55 E. Monroe Street  
Chicago, Illinois 60603

The attached documents may contain the names of additional persons and/or entities that possess knowledge or information regarding the site known as West Lake Landfill.

**DOCUMENT LIST  
FOR  
COTTER CORPORATION'S  
RESPONSES TO EPA  
REQUESTS FOR INFORMATION  
DATED JULY 12, 1991**

ITEM#

1     **DOCNUMBER:**     WLA 0292 - WLA 0307; WLA 0117 - WLA 0121  
**DATE:**             02/28/66 - 02/03/67  
**DOCTYPE:**         Foreclosure documents  
**AUTHOR:**  
**ADDRESSEE:**  
**TITLE:**            [Foreclosure by Commercial Discount  
Corporation against Continental Mining and  
Milling Company]  
**RESPONSE TO:**     Subject to Cotter's objections as stated in  
its narrative responses, this item may be  
responsive to EPA's requests numbered:  
8, 8.2, 8.5, 9, 15, 24, 27.  
**COMMENT:**         These third party documents found in  
Cotter's files are provided as a courtesy  
to EPA; however, Cotter Corporation makes  
no representations as to the authenticity  
or accuracy of these documents.

2     **DOCNUMBER:**     WLA 1278 - WLA 1283, WLA 1285 - WLA 1286  
**DATE:**             06/10/60  
**DOCTYPE:**         Letter  
**AUTHOR:**           U.S. Atomic Energy Commission  
**ADDRESSEE:**       Cotter Corporation  
**TITLE:**            Request for proposals for the purchase and  
removal of uranium contaminated residues  
**RESPONSE TO:**     Subject to Cotter's objections as stated in  
its narrative responses, this item may be  
responsive to EPA's requests numbered:  
8, 8.2, 8.5, 12, 24, 27.

3     **DOCNUMBER:**     WLA 0096 - WLA 0097; WLA 1288 - WLA 1289;  
289 0028 - 289 0029  
**DATE:**             06/05/67  
**DOCTYPE:**         Letter  
**AUTHOR:**           David P. Marcott, Cotter Corporation  
**ADDRESSEE:**       Commercial Discount Corporation  
**TITLE:**  
**RESPONSE TO:**     Subject to Cotter's objections as stated in  
its narrative responses, this item may be  
responsive to EPA's requests numbered:  
8, 8.2, 8.4, 9, 12, 15, 24, 27.



- 4      **DOCNUMBER:**      WLA 0248  
      **DATE:**            05/17/67  
      **DOCTYPE:**      Letter  
      **AUTHOR:**        George F. Quinn, U.S. Atomic Energy  
                         Commission  
      **ADDRESSEE:**    David P. Marcott, Cotter Corporation  
      **TITLE:**  
      **RESPONSE TO:** Subject to Cotter's objections as stated in  
                         its narrative responses, this item may be  
                         responsive to EPA's requests numbered:  
                         24, 27.
- 5      **DOCNUMBER:**      WLA 0014 - WLA 0024; WLA 0279 - WLA 0290  
      **DATE:**            06/09/67  
      **DOCTYPE:**      Contract  
      **AUTHOR:**        Commercial Discount Corporation; Cotter  
                         Corporation  
      **ADDRESSEE:**  
      **TITLE:**            Residue Purchase Agreement  
      **RESPONSE TO:** Subject to Cotter's objections as stated in  
                         its narrative responses, this item may be  
                         responsive to EPA's requests numbered:  
                         8, 8.4, 9, 12, 15, 24, 27.
- 6      **DOCNUMBER:**      WLA 0291  
      **DATE:**            06/08/67  
      **DOCTYPE:**      Contract  
      **AUTHOR:**        Robert O. Anderson; Donald B. Anderson;  
                         Commercial Discount Corporation; Cotter  
                         Corporation  
      **ADDRESSEE:**  
      **TITLE:**            [Guarantee of 06/09/67 Contract between  
                         Commercial Discount Corporation and Cotter  
                         Corporation]  
      **RESPONSE TO:** Subject to Cotter's objections as stated in  
                         its narrative responses, this item may be  
                         responsive to EPA's requests numbered:  
                         24, 27.
- 7      **DOCNUMBER:**      WLA 0238  
      **DATE:**            06/23/67  
      **DOCTYPE:**      Letter  
      **AUTHOR:**        Robert E. Stoneberg, Commercial Discount  
                         Corporation  
      **ADDRESSEE:**    Donald B. Anderson, Cotter Corporation  
      **TITLE:**  
      **RESPONSE TO:** Subject to Cotter's objections as stated in  
                         its narrative responses, this item may be  
                         responsive to EPA's requests numbered:  
                         24, 27.

- 8      **DOCNUMBER:**      WLA 1292; MIL0026479  
      **DATE:**            07/14/67  
      **DOCTYPE:**      Letter  
      **AUTHOR:**        J.R. McKinley, Colorado School of Mines  
                         Research Foundation  
      **ADDRESSEE:**    Richard Champlin, Commercial Discount  
                         Corporation  
      **TITLE:**  
      **RESPONSE TO:** Subject to Cotter's objections as stated in  
                         its narrative responses, this item may be  
                         responsive to EPA's requests numbered:  
                         8, 8.2, 8.5, 15, 24, 27.  
      **COMMENT:**        These third party documents found in  
                         Cotter's files are provided as a courtesy  
                         to EPA; however, Cotter Corporation makes  
                         no representations as to the authenticity  
                         or accuracy of these documents.
- 9      **DOCNUMBER:**      WLA 0080 - WLA 0082; WLA 0084 - WLA 0095;  
                         WLA 1297 - WLA 1302;  
      **DATE:**            00/00/68 - 03/25/68  
      **DOCTYPE:**      Contract  
      **AUTHOR:**        Commercial Discount Corporation; Cotter  
                         Corporation  
      **ADDRESSEE:**  
      **TITLE:**            Amendment to Residue Purchase Agreement  
      **RESPONSE TO:** Subject to Cotter's objections as stated in  
                         its narrative responses, this item may be  
                         responsive to EPA's requests numbered:  
                         15, 24, 27.
- 10     **DOCNUMBER:**      WLA 0062 - WLA 0067  
      **DATE:**            01/29/68  
      **DOCTYPE:**      Memo  
      **AUTHOR:**        Clyde Osborn  
      **ADDRESSEE:**    Dave Marcott  
      **TITLE:**            Raffinate Drying Project near St. Louis  
                         Missouri  
      **RESPONSE TO:** Subject to Cotter's objections as stated in  
                         its narrative responses, this item may be  
                         responsive to EPA's requests numbered:  
                         8.4, 9, 15, 24, 27.

- 11      **DOCNUMBER:**    WLA 0068; WLA 1303  
         **DATE:**        03/29/68  
         **DOCTYPE:**    Memo  
         **AUTHOR:**     Clyde Osborn  
         **ADDRESSEE:**   David P. Marcott  
         **TITLE:**       Operations at Hazlewood, Missouri  
         **RESPONSE TO:** Subject to Cotter's objections as stated in  
                         its narrative responses, this item may be  
                         responsive to EPA's requests numbered:  
                         8.4, 15, 24, 27.
- 12      **DOCNUMBER:**    WLA 0069  
         **DATE:**        03/25/68  
         **DOCTYPE:**    Memo  
         **AUTHOR:**     Clyde Osborn  
         **ADDRESSEE:**   David P. Marcott  
         **TITLE:**       Raffinate Drying Project at Hazlewood,  
                         Missouri  
         **RESPONSE TO:** Subject to Cotter's objections as stated in  
                         its narrative responses, this item may be  
                         responsive to EPA's requests numbered:  
                         8.4, 9, 15, 24, 27.
- 13      **DOCNUMBER:**    WLA 0070 - WLA 0071  
         **DATE:**        05/06/69  
         **DOCTYPE:**    Memo  
         **AUTHOR:**     Darren  
         **ADDRESSEE:**     
         **TITLE:**       [Raffinate Drying Project at Hazlewood,  
                         Missouri]  
         **RESPONSE TO:** Subject to Cotter's objections as stated in  
                         its narrative responses, this item may be  
                         responsive to EPA's requests numbered:  
                         8, 8.1, 8.3, 8.4, 9, 12, 15, 24, 27.
- 14      **DOCNUMBER:**    WLA 0072 - WLA 0076  
         **DATE:**        03/26/68  
         **DOCTYPE:**    Letter  
         **AUTHOR:**     Clyde Osborn  
         **ADDRESSEE:**   Pat Geary  
         **TITLE:**         
         **RESPONSE TO:** Subject to Cotter's objections as stated in  
                         its narrative responses, this item may be  
                         responsive to EPA's requests numbered:  
                         15, 24, 27.

- 15      **DOCNUMBER:**      WLA 0077  
         **DATE:**            10/01/68  
         **DOCTYPE:**       Letter  
         **AUTHOR:**        Warren E. Goff, Cotter Corporation  
         **ADDRESSEE:**    S.R. Sapirie, U.S. Atomic Energy Commission  
         **TITLE:**  
         **RESPONSE TO:** Subject to Cotter's objections as stated in  
                         its narrative responses, this item may be  
                         responsive to EPA's requests numbered:  
                         8, 8.2, 12, 15, 24, 27.
- 16      **DOCNUMBER:**      WLA 0078  
         **DATE:**            01/16/69  
         **DOCTYPE:**       Letter  
         **AUTHOR:**        S.R. Sapirie, U.S. Atomic Energy Commission  
         **ADDRESSEE:**    Warren E. Goff, Cotter Corporation  
         **TITLE:**           Spent Barium Sulfate Residue Disposal  
         **RESPONSE TO:** Subject to Cotter's objections as stated in  
                         its narrative responses, this item may be  
                         responsive to EPA's requests numbered:  
                         8, 8.2, 12, 15, 24, 27.
- 17      **DOCNUMBER:**      WLA 0079  
         **DATE:**            05/06/69  
         **DOCTYPE:**       Inventory  
         **AUTHOR:**  
         **ADDRESSEE:**  
         **TITLE:**           Airport Raffinates: Dry Tons  
         **RESPONSE TO:** Subject to Cotter's objections as stated in  
                         its narrative responses, this item may be  
                         responsive to EPA's requests numbered:  
                         8, 8.2.
- 18      **DOCNUMBER:**      WLA 0232  
         **DATE:**            04/17/68  
         **DOCTYPE:**       Letter  
         **AUTHOR:**        J.A. Mauger, Commercial Discount  
                         Corporation  
         **ADDRESSEE:**    David Marcott, Cotter Corporation  
         **TITLE:**  
         **RESPONSE TO:** Subject to Cotter's objections as stated in  
                         its narrative responses, this item may be  
                         responsive to EPA's requests numbered:  
                         24, 27.

- 19      **DOCNUMBER:**      WLA 0182 - WLA 0183  
         **DATE:**            07/25/69  
         **DOCTYPE:**       Letter  
         **AUTHOR:**        Dawson, Nagel, Sherman & Howard  
         **ADDRESSEE:**     A. Edgar Benton, Holme, Roberts & Owen  
         **TITLE:**           Commercial Discount Corporation - Cotter Corporation  
**RESPONSE TO:** Subject to Cotter's objections as stated in its narrative responses, this item may be responsive to EPA's requests numbered: 24, 27.
- 20      **DOCNUMBER:**      WLA 0326 - WLA 0397; WLA 1314 - WLA 1326;  
                           MIL0026388 - MIL0026400; MIL0110247 -  
                           MIL0110259  
         **DATE:**            08/07/69  
         **DOCTYPE:**       Contract  
         **AUTHOR:**        Commercial Discount Corporation; Cotter Corporation  
**ADDRESSEE:**  
         **TITLE:**           Agreement  
**RESPONSE TO:** Subject to Cotter's objections as stated in its narrative responses, this item may be responsive to EPA's requests numbered: 8, 8.1, 8.5, 12, 15, 24, 27.
- 21      **DOCNUMBER:**      WLA 0253  
         **DATE:**            11/28/69  
         **DOCTYPE:**       Contract  
         **AUTHOR:**        Robert O. Anderson; Donald B. Anderson;  
                           Commercial Discount Corporation; Cotter Corporation  
**ADDRESSEE:**  
         **TITLE:**           [Guarantee of 08/07/69 contract between Commercial Discount Corporation and Cotter Corporation]  
**RESPONSE TO:** Subject to Cotter's objections as stated in its narrative responses, this item may be responsive to EPA's requests numbered: 24, 27.

- 22     **DOCNUMBER:**     WLA 0263 - WLA 0268; WLA 1338 - WLA 1343;  
                         MIL0110262 - MIL0110267; MIL0026402 -  
                         MIL0026407  
           **DATE:**            12/29/69  
           **DOCTYPE:**       Contract  
           **AUTHOR:**        Commercial Discount Corporation  
           **ADDRESSEE:**    Cotter Corporation  
           **TITLE:**          Bill of Sale  
           **RESPONSE TO:** Subject to Cotter's objections as stated in  
                                 its narrative responses, this item may be  
                                 responsive to EPA's requests numbered:  
                                 15, 24, 27.
- 23     **DOCNUMBER:**     MIL0157476  
           **DATE:**            04/17/70  
           **DOCTYPE:**       Letter  
           **AUTHOR:**        Kenneth F. Davis, B&K Construction Company  
           **ADDRESSEE:**    Cotter Corporation  
           **TITLE:**            
           **RESPONSE TO:** Subject to Cotter's objections as stated in  
                                 its narrative responses, this item may be  
                                 responsive to EPA's requests numbered:  
                                 13, 14, 15, 24, 27.
- 24     **DOCNUMBER:**     MIL0157477 - MIL0157478  
           **DATE:**            00/00/70  
           **DOCTYPE:**       Contract  
           **AUTHOR:**        B&K Construction Company  
           **ADDRESSEE:**    Cotter Corporation  
           **TITLE:**          Agreement  
           **RESPONSE TO:** Subject to Cotter's objections as stated in  
                                 its narrative responses, this item may be  
                                 responsive to EPA's requests numbered:  
                                 13, 14, 15, 24, 27.
- 25     **DOCNUMBER:**     MIL0157468  
           **DATE:**            07/13/70  
           **DOCTYPE:**       Letter  
           **AUTHOR:**        Kenneth F. Davis, B&K Construction Company  
           **ADDRESSEE:**    Cotter Corporation  
           **TITLE:**            
           **RESPONSE TO:** Subject to Cotter's objections as stated in  
                                 its narrative responses, this item may be  
                                 responsive to EPA's requests numbered:  
                                 13, 14, 15, 27.

- 26      **DOCNUMBER:**      MIL0157469 - MIL0157475; WLA 0642 -  
                                 WLA 0648; WLA 0666 - WLA 0672  
**DATE:**                      07/00/70  
**DOCTYPE:**                Contract  
**AUTHOR:**                 B&K Construction Company  
**ADDRESSEE:**             Cotter Corporation  
**TITLE:**                    Residue Drying Agreement  
**RESPONSE TO:** Subject to Cotter's objections as stated in  
                                 its narrative responses, this item may be  
                                 responsive to EPA's requests numbered:  
                                 13, 14, 15, 27.
- 27      **DOCNUMBER:**      WLA 0894 - WLA 0898  
**DATE:**                      04/29/71  
**DOCTYPE:**                Letter with attachment  
**AUTHOR:**                 E. Edgerley, Jr.; Ryckman, Edgerley,  
                                 Tomlinson and Associates  
**ADDRESSEE:**             Donald P. Marcott; Cotter Corporation  
**TITLE:**                    Proposal for Decontamination: Latty Avenue  
                                 Storage Site  
**RESPONSE TO:** Subject to Cotter's objections as stated in  
                                 its narrative responses, this item may be  
                                 responsive to EPA's requests numbered:  
                                 8, 8.1, 8.2, 8.3, 8.4, 9, 12, 15, 17, 23,  
                                 24, 27.
- 28      **DOCNUMBER:**      WLA 0888  
**DATE:**                      05/25/72  
**DOCTYPE:**                Letter  
**AUTHOR:**                 Phillip K. Feeney; Ryckman, Edgerley,  
                                 Tomlinson and Associates  
**ADDRESSEE:**             David P. Marcott; Cotter Corporation  
**TITLE:**                    [Proposals for Latty Avenue restoration]  
**RESPONSE TO:** Subject to Cotter's objections as stated in  
                                 its narrative responses, this item may be  
                                 responsive to EPA's requests numbered:  
                                 8, 8.1, 8.2, 8.3, 8.4, 9, 12, 13, 14, 15,  
                                 17, 23, 24, 27.
- 29      **DOCNUMBER:**      WLA 0889 - WLA 0890  
**DATE:**                      05/16/72 & 05/10/72  
**DOCTYPE:**                Letter  
**AUTHOR:**                 Robert S. Davis, Jr.; B&K Construction  
                                 Company  
**ADDRESSEE:**             Phillip K. Feeney; Ryckman, Edgerley,  
                                 Tomlinson and Associates  
**TITLE:**                    [Proposals for Latty Avenue restoration]  
**RESPONSE TO:** Subject to Cotter's objections as stated in  
                                 its narrative responses, this item may be  
                                 responsive to EPA's requests numbered:  
                                 8, 8.1, 8.2, 8.3, 8.4, 9, 12, 13, 14, 15,  
                                 17, 23, 24, 27.

- 30      **DOCNUMBER:**      WLA 1348 - WLA 1355  
         **DATE:**            10/00/72  
         **DOCTYPE:**        Contract  
         **AUTHOR:**          B&K Construction Company; Cotter Corporation  
  
         **ADDRESSEE:**  
         **TITLE:**            Contracting Agreement  
         **RESPONSE TO:** Subject to Cotter's objections as stated in its narrative responses, this item may be responsive to EPA's requests numbered: 8, 8.1, 8.2, 8.3, 8.4, 9, 12, 13, 14, 15, 17, 23, 24, 27.
- 31      **DOCNUMBER:**      WLA 0853  
         **DATE:**            09/21/73  
         **DOCTYPE:**        Letter  
         **AUTHOR:**          Edward J. McGrath  
         **ADDRESSEE:**      Roger Waite  
         **TITLE:**            Cotter Corporation - Latty Avenue Storage Site, St. Louis  
         **RESPONSE TO:** Subject to Cotter's objections as stated in its narrative responses, this item may be responsive to EPA's requests numbered: 8.1, 8.4, 9, 27.
- 32      **DOCNUMBER:**      WLA 0858 - WLA 0859  
         **DATE:**            11/01/74  
         **DOCTYPE:**        Letter  
         **AUTHOR:**          John G. Davis; U.S. Atomic Energy Commission  
         **ADDRESSEE:**      David P. Marcott; Cotter Corporation  
         **TITLE:**  
         **RESPONSE TO:** Subject to Cotter's objections as stated in its narrative responses, this item may be responsive to EPA's requests numbered: 8, 8.1, 8.2, 8.4, 8.5, 9, 12, 13, 14, 15, 17, 24, 27.
- 33      **DOCNUMBER:**      WLA 0841 - WLA 0842  
         **DATE:**            05/24/76  
         **DOCTYPE:**        Letter  
         **AUTHOR:**          Robert S. Davis, Jr.  
         **ADDRESSEE:**      David Marcott; Cotter Corporation  
         **TITLE:**  
         **RESPONSE TO:** Subject to Cotter's objections as stated in its narrative responses, this item may be responsive to EPA's requests numbered: 13, 14, 27.



- 34      **DOCNUMBER:**      WLA 0755  
         **DATE:**            07/21/78  
         **DOCTYPE:**       Letter  
         **AUTHOR:**        Edward J. McGrath  
         **ADDRESSEE:**    Robert Davis; R.S. Davis Contracting  
                            Company  
**TITLE:**  
**RESPONSE TO:** Subject to Cotter's objections as stated in  
                         its narrative responses, this item may be  
                         responsive to EPA's requests numbered:  
                         13, 14, 27.
- 35      **DOCNUMBER:**      WLA 0418  
         **DATE:**            08/03/78  
         **DOCTYPE:**       Proposal  
         **AUTHOR:**        Robert S. Davis, Jr.; B&K Construction  
                            Company  
         **ADDRESSEE:**    Cotter Corporation  
         **TITLE:**            [Decontamination Proposal for 9200 Latty  
                            Ave.]  
**RESPONSE TO:** Subject to Cotter's objections as stated in  
                         its narrative responses, this item may be  
                         responsive to EPA's requests numbered:  
                         13, 14, 27.
- 36      **DOCNUMBER:**      MIL0157501 - MIL0157502  
         **DATE:**            10/08/70  
         **DOCTYPE:**       Letter  
         **AUTHOR:**        Robert S. Davis, Jr.; B&K Construction  
                            Company  
         **ADDRESSEE:**    Cotter Corporation  
         **TITLE:**  
**RESPONSE TO:** Subject to Cotter's objections as stated in  
                         its narrative responses, this item may be  
                         responsive to EPA's requests numbered:  
                         13, 14, 15, 27.
- 37      **DOCNUMBER:**      MIL0050960  
         **DATE:**            01/12/71  
         **DOCTYPE:**       Letter  
         **AUTHOR:**        Warren Goff; Cotter Corporation  
         **ADDRESSEE:**    B&K Construction Company  
         **TITLE:**  
**RESPONSE TO:** Subject to Cotter's objections as stated in  
                         its narrative responses, this item may be  
                         responsive to EPA's requests numbered:  
                         13, 14, 15, 27.

- 38      **DOCNUMBER:**      MIL0026446 - MIL0026447  
         **DATE:**            12/12/67  
         **DOCTYPE:**       Letter  
         **AUTHOR:**        J.A. Mauger; Commercial Discount  
                            Corporation  
         **ADDRESSEE:**    David Marcott; Cotter Corporation  
         **TITLE:**  
         **RESPONSE TO:** Subject to Cotter's objections as stated in  
                            its narrative responses, this item may be  
                            responsive to EPA's requests numbered:  
                            15, 24, 27.
- 39      **DOCNUMBER:**      004 1583  
         **DATE:**            10/29/79  
         **DOCTYPE:**       Memo  
         **AUTHOR:**        Dale Leshner; Cotter Corporation  
         **ADDRESSEE:**    Myles Fixman; Cotter Corporation  
         **TITLE:**           St. Louis Residues  
         **RESPONSE TO:** Subject to Cotter's objections as stated in  
                            its narrative responses, this item may be  
                            responsive to EPA's requests numbered:  
                            8.2, 15, 24.
- 40      **DOCNUMBER:**      WLA 2099 - WLA 2112  
         **DATE:**            02/25/66, 09/26/66, & 09/27/66  
         **DOCTYPE:**       Contract  
         **AUTHOR:**        U.S. Atomic Energy Commission; Continental  
                            Mining and Milling  
         **ADDRESSEE:**  
         **TITLE:**           Contract No. AT-(23-2)-56 & Modification  
                            No. 1  
         **RESPONSE TO:** Subject to Cotter's objections as stated in  
                            its narrative responses, this item may be  
                            responsive to EPA's requests numbered:  
                            8, 8.2, 8.4, 8.5, 9, 24, 27.  
         **STATUS:**        These third party documents found in  
                            Cotter's files are provided as a courtesy  
                            to EPA; however, Cotter Corporation makes  
                            no representations as to the authenticity  
                            or accuracy of these documents.

**TRUSTEE'S DEED  
UNDER FORECLOSURE**

Approved by Real Estate Board of Metropolitan St. Louis

BY TRUSTEE

TO

State of Missouri ) ss  
County of St. Louis )  
FILED FOR RECORD

FEB 8 1967

At \_\_\_\_\_ O'clock \_\_\_\_\_ M

*Edw. J. Perry*  
Recorder of Deeds

STATE OF MISSOURI, } ss.  
County of St. Louis }

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office on the 3 day of Feb A. D. 1967 at 2:52 o'clock P M and is truly recorded in Book 6148 Page 533

Witness my hand and official seal on the day and year aforesaid.

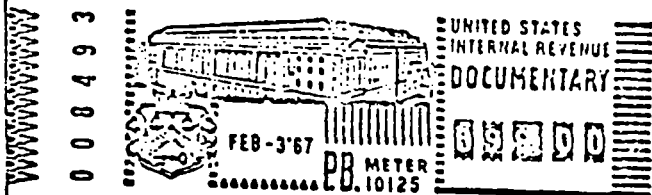
By \_\_\_\_\_

*Edw. J. Perry*  
Recorder

CAT. 0003

MLA 0292

less, to the Northeast corner of said Lot 11, thence South 7 degrees 41 minutes 00 seconds West, along the said East line of Lot 11, a distance of 968.00 feet, more or less, to the point of beginning. Subject to right-of-way of Latty Avenue and easements granted to Union Electric Co. recorded in Book 4508, Page 369 and Book 5079, Page 349 of the St. Louis County Recorder's Office.



State of Missouri )  
County of St. Louis) ss  
FILED FOR RECORD

FEB 3 1967

At 2:53 O'clock P M

*Eda J. Perry*  
Recorder of Deeds

202

Address of Grantee herein is: Commercial Discount Corporation, 105 West Adams Street, Chicago, Illinois, attention of Robert Stoneberg

To Have and to Hold the same unto the said party of the second part, and to its heirs and assigns FOREVER.

IN WITNESS WHEREOF, the said party of the first part as Successor Trustee has executed these presents on the 3rd day of February, 1967.

*Joseph W. Lewis*  
Joseph W. Lewis, Successor Trustee.

State of Missouri,  
County of St. Louis) ss.

On this 3rd day of February, 1967, before me personally appeared Joseph W. Lewis

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed as Successor Trustee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of St. Louis and State aforesaid, the day and year first above written.



My term expires

Notary Public

COT 0004

FILED  
0293

LEASE UNDER 11.000.1

PROPERTY

No. ....

**This Agreement**, Made and entered into this the 22nd day of February, 1967 between the NORFOLK AND WESTERN RAILWAY COMPANY, of the first part, hereinafter called Lessor, and COMMERCIAL DEVELOPMENT CORPORATION of the second part, hereinafter called Lessee:

**Witnesseth:** That whereas the Lessee has requested the privilege of occupation and use of 7.55 acres of land belonging to the Lessor and located in the State of Missouri County of St. Louis Town of Hazelwood, MISSOURI

for the purpose of stock piling & processing atomic energy waste material, and other mineral bearing ore: An irregular shaped parcel of land, the northern and eastern boundary being the Hazelwood-Deikaley Corporation line, and the western boundary being the common property line between Lessor and land now or formerly owned by Huey Dee Material and Construction Company, as shown outlined in green on print dated February 14, 1967, attached hereto and hereby made a part of this agreement.

In addition to other obligations herein assumed, Lessee shall indemnify and hold harmless Lessor from all liability, cost and expense which may result to others or to adjoining properties and owners or lessees thereof, resulting from the storage and handling of said waste material and ore or from encroachment thereof on adjacent properties.

It is understood and agreed notwithstanding any other provision of this lease that Lessee will, at the termination of this lease, remove all contaminated substances and earth from the premises and decontaminate and restore the premises so that the same may be thereafter used as normal land with no restrictions on future use, and in so doing will comply with applicable rules and regulations of the Atomic Energy Commission or other public authority having jurisdiction; and if earth must be removed from the premises, Lessee will also fill and compact the surface of the premises to the approximate elevation of adjacent properties if requested to do so by Lessor. Lessee will obtain a Performance Bond in the amount of \$300,000.00 to insure it's obligations herein assumed to decontaminate and restore the premises.

Further, Lessee shall insure obligations assumed by it in Article Five (5) in a manner and with a company satisfactory to Lessor and with limits of \$250,000.00 for injury or death to one person and \$500,000.00 for injury or death of two or more persons in any one accident and \$100,000.00 for damage to property. Said insurance shall contain an endorsement as follows:

"The above mentioned public liability policy incorporates and includes the attached endorsement extending the policy to insure the liability and indemnity commitments assumed by the insured in a contract for Lease Of Land dated February 22, 1967 with Norfolk and Western Railway Company.

MLA 0294

COT 0005



... and made a part of this agreement:

NOW, THEREFORE, in consideration of the premises and of the rentals herein provided, as well as the covenants and conditions set forth below, the said Lessor does hereby grant unto the said Lessee permission to use and occupy the land above described for the purpose above set forth, upon the following terms and conditions, to-wit:

1. That the said structures or property proposed to be placed by the Lessee upon the land above described shall be of a nature and description approved by the Manager Real Estate of the said Lessor, and shall be so constructed, placed or grown as shall be indicated or approved by said Manager Real Estate, and if any improvement, addition, betterment or property shall be placed or allowed to exist upon the land herein leased which by its size, shape, color or position shall interfere by obstruction or otherwise with the operation of the Lessor of its line of railroad, the same shall be discontinued and removed by the said Lessee; or upon failure so to do after thirty days' written notice thereof, entry shall be allowed to the said Lessor or to its servants, thereunto designated, who shall remove said obstruction or interference of whatever nature it shall be.

2. That the land above described shall be used for the purpose mentioned above and for no other purpose without the written permission of the Manager Real Estate of the Lessor, nor shall the land or the said structures or property be sold or sublet nor shall this lease be assigned without the written consent of the said Manager Real Estate.

Six months

3. That this agreement shall cease and determine by either party giving to the other Six months written notice in advance of its

or his desire to terminate this agreement, and at the termination of said notice this agreement shall be at an end, and within said period the Lessee shall remove from said premises all structures or property which may be placed thereon by said Lessee, and in default of such removal within the period aforesaid, the same shall become the property of the Lessor without claim or consideration of any kind therefor by the said Lessee or any one claiming by or through him.

4. The Lessee covenants to pay all taxes of whatever kind assessed and levied upon any or all of the buildings, structures or improvements which the said Lessee may cause to be erected or placed upon the land above described; and if the same shall be assessed against the Lessor and paid by it, the Lessee shall reimburse to the Lessor any sums so paid with interest from the day of payment.

5. That the Lessee covenants and agrees to indemnify and save the Lessor harmless from and against any and all loss, damage, claims or liability for personal injury occurring on the leased premises or in connection with the use thereof, including death resulting from such personal injury, to the Lessee or Lessee's agents, employees or licensees, and for damage to the leased premises or loss of or damage to property, to whomsoever belonging, on the leased premises, caused by, arising out of or incident to the condition, existence, use or occupancy of said leased premises, or by the business carried on by the Lessor, except the negligence of the Lessor or its agents, employees or licensees unless due to the sole negligence of the Lessor.

6. That the said structures which may be erected on this land by Lessee may be painted, at the sole cost of the said Lessee, in any color except red or the standard station color of the Norfolk and Western Railway Company.

7. That the said Lessee agrees to pay to the said Lessor for the use of the above-described premises at the rate of

Three Thousand Twenty and No/100 Dollars per annum, in quarterly installments of \$755.00/- which sum shall be payable in advance on the 22nd day of February, 1937; and in the event that the Lessor shall annul, cancel and terminate this agreement during any period for which rent has been paid in advance, it shall refund to the Lessee the proper pro rata portion of rent so paid for the unexpired period.

8. The Lessor, its successors or assigns, shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all property of said Lessee whether exempt by law or not as security for the payment of the rent herein reserved.

9. Provided, however, that if said rent, or any part thereof, shall remain unpaid for thirty days after it shall become due, and without demand made therefor; or if said Lessee shall assign this lease, or underlet said leased premises, or any part thereof, or if said Lessee's interest therein shall be sold under execution or other legal process, without the written consent of said Lessor, his heirs or assigns, first had; or if said Lessee or any assignee of this lease shall make an assignment for the benefit of his creditors; or if proceedings in bankruptcy shall be instituted by or against Lessee or any assignee; or if a receiver or trustee be appointed for the property of Lessee or any assignee; or if this lease by operation of law pass to any person or persons; or if said Lessee or any assignee shall fail to keep any of the other covenants of this lease, it shall be lawful for said Lessor, his heirs or assigns, into said premises to re-enter, and the same to have again, repossess and enjoy, as in first and former estate; and thereupon this lease and everything herein contained on the said Lessor's behalf to be done and performed, shall cease, determine and be utterly void.

10. The Lessee agrees that artificial lighting in pump houses, warehouses, or other enclosures where oil or other inflammable fluid supplies are handled or stored, except when in unbroken original containers, shall be by electricity, and this electrical installation and any other electrical installation on such premises shall conform to and be maintained in accordance with the PROVISIONS OF THE CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE WITH RESPECT TO CLASS I HAZARDOUS LOCATIONS, and also in accordance with requirements of any local ordinance, or State or Federal laws which may be in effect during the terms of this lease.

This agreement with

WITNESS the signatures of the respective parties to this agreement.

Witness:

*[Signature]*

NORFOLK AND WESTERN RAILWAY COMPANY

*[Signature]*  
By R. F. Dwyer  
VICE PRESIDENT - OPERATIONS Manager Real Estate

Witness:

*[Signature]*

CONFIDENTIAL THIS UNIT CONTAINS TRADE

*[Signature]* (Seal)

Post-Office Address Room 200, 105 N. 1st St., Norfolk, Va.

MLA 0295

## Trustee's Deed (Under Foreclosure)

Whereas, Continental Mining & Milling Co., a Delaware corporation,

by its Deed of Trust, dated the 28th day of February 1966 and recorded in the  
Recorders Office, of the County of St. Louis and State of Missouri, in Book 5914,  
page 53, conveyed to R. W. Jacobsmeyer the property

therein described, IN TRUST, to secure to Busy Bee Material and Construction Co., a Missouri corporation,  
the payment of the notes in said deed of trust described.

WHEREAS, Commercial Discount Corporation, a Delaware corporation qualified to transact business in Missouri, is the ultimate assignee of the rights of Busy Bee Material and Construction Co. under said deed of trust;

WHEREAS, Continental Mining & Milling Co. by its deed of trust dated September 1, 1966 and recorded in the Recorder's Office of the County of St. Louis, State of Missouri, in Book 6061, page 533, conveyed to Simon Rapoport the property therein described, IN TRUST, to secure to Commercial Discount Corporation, a Delaware corporation, the payment of the note in said

And Whereas, default was made in the payment of principal and interest due under said notes

secured by said

deeds by reason whereof the undersigned Successor Trustee did, at the request of the legal holder of said notes and deed of trust, proceed to execute the powers to said trustee given by said deeds of trust, and did, on Friday the 3rd day of February, 1967, having previously given 21 days notice of the time, terms and place of sale, and of the property to be sold, by advertisement printed and published in the St. Louis Countian a newspaper printed and published in the County of St. Louis and State of Missouri, a copy of which advertisement, with the affidavit of the publisher of said newspaper, proving its publication, is hereto attached, and made a part hereof, at the north front door of the Courthouse in Clayton.

in the County of St. Louis and State of Missouri, expose to sale for cash to the highest bidder, at public auction, the said property herein described, and at said sale Commercial Discount Corporation, a Delaware corporation, with principal place of business at 105 West Adams Street, Chicago, Illinois being the highest and best bidder for the sum of Ninety Thousand Dollars (\$90,000.00)

the same was struck off and sold to said bidder at that price and sum.

*Now, therefore, know all men by these Presents, that* Joseph W. Lewis

the undersigned Successor Trustee, party of the first part, in consideration of the premises, and of the sum of Ninety Thousand Dollars (\$90,000.00)

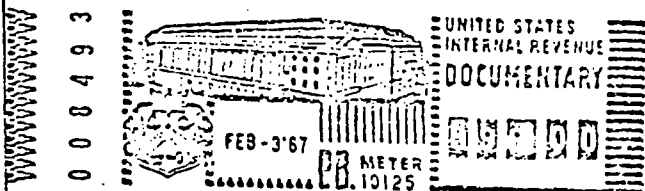
to the said Successor Trustee paid by the said Commercial Discount Corporation, a Delaware corporation, with principal place of business at 105 West Adams Street, Chicago, Illinois.

~~XXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~ and State of Missouri, party of the second part, does *Bargain, Sell and Convey*, unto the said party of the second part, the Real Estate in said Deed of Trust described, situated in the County of St. Louis and State of Missouri, to-wit:

Part of Lot 11 of HAZELWOOD FARM, a subdivision in U. S. Surveys 1 and 2, Township 47 North Range 6 East, St. Louis County, Missouri, according to Plat of said Subdivision attached to Commissioners Report, recorded in Book 6 Page 11 of the St. Louis County Records, more particularly described as follows: Beginning at the Southeast corner of said Lot 11, thence North 82 degrees 19 minutes 00 seconds West, along a line at right angles to the East line of said Lot 11, a distance of 20 feet, thence North 16 degrees 03 minutes 58 seconds West, 163.83 feet, thence North 10 degrees 13 minutes 50 seconds West, 451.91 feet, thence North 7 degrees 41 minutes 00 seconds East, 205.00 feet, thence North 37 degrees 57 minutes 33 seconds East, a distance of 212.22 feet, more or less, to a point in the center line of Latty Avenue, 40 feet wide, thence South 82 degrees 11 minutes East, along the said center line of Latty Avenue, a distance of 118.00 feet, more or



less, to the Northeast corner of said Lot 11, thence South 7 degrees 41 minutes 00 seconds West, along the said East line of Lot 11, a distance of 962.00 feet, more or less, to the point of beginning. Subject to right-of-way of Latty Avenue and easements granted to Union Electric Co. recorded in Book 4508, Page 369 and Book 5079, Page 349 of the St. Louis County Recorder's Office.



State of Missouri )  
County of St. Louis ) ss  
FILED FOR RECORD

FEB 3 1967

At 2:52 O'clock P M

*Ed J. Chung*  
Recorder of Deeds

202

Address of Grantee herein is: Commercial Discount Corporation, 105 West Adams Street, Chicago, Illinois, attention of Robert Stoneberg

To Have and to Hold the same unto the said party of the second part, and to its heirs and assigns FOREVER.

IN WITNESS WHEREOF, the said party of the first part as Successor Trustee has executed these presents on the 3rd day of February, 1967.

*Joseph W. Lewis*  
Joseph W. Lewis, Successor Trustee.

State of Missouri,  
County of St. Louis

On this 3rd day of February, 1967, before me personally appeared Joseph W. Lewis

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed as Successor Trustee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of St. Louis and State aforesaid, the day and year first above written.

*[Signature]*  
Notary Public.

My term expires

WLA  
0298

**TRUSTEE'S DEED  
UNDER FORECLOSURE**

Approved by Real Estate Board of Metropolitan St. Louis

BY TRUSTEE

TO

State of Missouri ) ss  
County of St. Louis )  
FILED FOR RECORD

FEB 8 1967

At ..... O'clock ..... M

*Edna J. Perry*  
Recorder of Deeds

STATE OF MISSOURI, } ss.  
County of St. Louis }

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office on the 3 day of Feb A. D. 1967 at 2:52 o'clock P M and is truly recorded in Book 6148 Page 533

Witness my hand and official seal on the day and year aforesaid.

By \_\_\_\_\_

*Edna J. Perry*  
Recorder of Deeds

6620

MLA

0299

# AFFIDAVIT OF PUBLICATION

In re: Continental Mining and Milling Co.

TRUSTEE'S SALE AND SALE OF COLLATERAL

Default having been made in the payment of an installment due on:

(a) that certain Promissory Note described in and secured by Deed of Trust executed by Continental Mining and Milling Co. dated February 28, 1966, and recorded in Book 5914, Page 53 in the Office of the Recorder of Deeds for the County of St. Louis, State of Missouri; and

(b) that certain Collateral Note described in and secured by:

(i) that certain Deed of Trust executed by Continental Mining and Milling Co. dated September 1, 1966, and recorded in Book 6061, Page 533, in the office of the Recorder of Deeds for the County of St. Louis, State of Missouri; and

(ii) that certain Loan and Security Agreement executed by Continental Mining and Milling Co. dated December 29, 1965, a financing statement with respect to which was filed with the office of the Recorder of Deeds of the County of St. Louis, State of Missouri, on February 7, 1966, and with the Secretary of State of Missouri on February 7, 1966,

and the legal holder of said notes having, as a result of said default, accelerated the payment of all of the same, the undersigned, in his capacity as successor Trustee under said Deeds of Trust and as attorney for the creditor under said Loan and Security Agreement, will at the request of the said holder of the notes on February 3, 1967 commencing at the hour of 12:00 o'clock noon, at the north front door of the Court House in Clayton, in the County of St. Louis, State of Missouri, sell at public vendue to the highest bidder for cash:

(a) the following described real estate, situated in the County of St. Louis and State of Missouri, to-wit:

Part of Lot 11 of HAZELWOOD FARM, a Subdivision in U. S. Surveys 1 and 2, Township 47 North Range 6 East, St. Louis County, Missouri, according to Plat of said Subdivision attached to Commissioners Report, recorded in Book 6 Page 11 of the St. Louis County Records, more particularly described as follows: Beginning at the Southeast corner of said lot 11, thence North 92 degrees 19 minutes 00 seconds West, along a line at right angles to the East line of said Lot 11, a distance of 20 feet, thence North 16 degrees 03 minutes 53 seconds West, 163.93 feet, thence North 10 degrees 13 minutes 50 seconds West, 451.91 feet, thence North 7 degrees 41 minutes 00 seconds East, 205.00 feet, thence North 37 degrees 57 minutes 38 seconds East, a distance of 212.22 feet, more or less, to a point in the center line of Latty Avenue, 40 feet wide, thence South 82 degrees 11 minutes East, along the said center line of Latty Avenue, a distance of 118.00 feet, more or less, to the Northeast corner of said Lot 11, thence South 7 degrees 41 minutes 00 seconds West, along the said East line of Lot 11, a distance of 968.00 feet, more or less, to the point of beginning. Subject to right-of-way of Latty Avenue and easements granted to Union Electric Co. recorded in Book 4503 Page 359 and Book 5079 Page 349 of the St. Louis County Recorder's Office;

(b) the following described personal property of Continental Mining and Milling Co., the debtor, in which Commercial Discount Corporation has a security interest, which property to be sold is located at 9200 Latty Avenue, Hazelwood, Missouri and is generally described as follows:

All of the residues of uranium-bearing materials located at the above described premises on the date of sale and said to have been accumulated by the Atomic Energy Commission during its uranium refining activities at its Destrehan Street Plant, St. Louis, Missouri. Although not warranted by the Commission in its sale to the debtor on or about February 9, 1966, and while the secured party does not warrant nor represent the accuracy thereof, the accumulated residues are believed to contain approximately the following quantities of material:

Pitchblende Raffinate	74,000 Tons
Colorado Raffinate	32,500 Tons
Barium Sulfate Cake	1,500 Tons
Barium Cake	8,700 Tons
Miscellaneous Residues	350 Tons

(Note: Engineering survey of said accumulated residues made June 23, 1966 by Stolwyk, McDaniel, Ferrenbach, Inc., St. Louis, Missouri indicated the following tonnages:

Pitchblende Raffinate	85,351 Tons
Colorado Raffinate	35,195 Tons
Barium Sulfate Cake	5,016 Tons
C - Slag	6,302 Tons)

The Colorado School of Mines Research Foundation, Inc., Golden, Colorado in the summer and fall of 1966 conducted a research project (4131421) with respect to the above materials to establish the most feasible method of processing the ore residues and to determine the amounts of economically recoverable items from the above materials.

Provided the recovery processes recommended by the written report of such research by Colorado School of Mines Research Foundation, Inc. are employed it is the opinion of that foundation that, based on the quantities of material sold by the Atomic Energy Commission to the debtor as set forth above, the following approximate amounts of chemical elements and metallic compounds may be feasibly recovered from the materials:

U <sub>3</sub> O <sub>8</sub>	691,374 Pounds
Cu	1,313,324 Pounds
Ni	3,335,000 Pounds
Co	2,432,000 Pounds
	171,100 Pounds

MLA 0300

creditor under the terms of a promissory note, dated February 3, 1967, in which said holder of said notes on February 3, 1967 commencing at the hour of 12:00 o'clock P. M., at the north front door of the courthouse in St. Louis, in the County of St. Louis, State of Missouri, sell at public vendue to the highest bidder for cash:

(a) the following described real estate, situated in the County of St. Louis and State of Missouri, to-wit:

Part of Lot 11 of HAZELWOOD FARM, a Subdivision in U. S. Surveys 1 and 2, Township 47 North Range 6 East, St. Louis County, Missouri, according to Plat of said Subdivision attached to Commissioners Report, recorded in Book 6 Page 11 of the St. Louis County Records, more particularly described as follows: Beginning at the Southeast corner of said lot 11, thence North 82 degrees 19 minutes 00 seconds West, along a line at right angles to the East line of said Lot 11, a distance of 20 feet, thence North 16 degrees 03 minutes 53 seconds West, 150.23 feet, thence North 10 degrees 13 minutes 50 seconds West, 451.91 feet, thence North 7 degrees 41 minutes 00 seconds East, 205.00 feet, thence North 37 degrees 57 minutes 33 seconds East, a distance of 212.22 feet, more or less, to a point in the center line of Latty Avenue, 40 feet wide, thence South 82 degrees 11 minutes East, along the said center line of Latty Avenue, a distance of 113.00 feet, more or less, to the Northeast corner of said Lot 11, thence South 7 degrees 41 minutes 00 seconds West, along the said East line of Lot 11, a distance of 968.00 feet, more or less, to the point of beginning. Subject to right-of-way of Latty Avenue and easements granted to Union Electric Co. recorded in Book 4508 Page 369 and Book 5079 Page 349 of the St. Louis County Recorder's Office;

(b) the following described personal property of Continental Mining and Milling Co., the debtor, in which Commercial Discount Corporation has a security interest, which property to be sold is located at 9200 Latty Avenue, Hazelwood, Missouri and is generally described as follows:

All of the residues of uranium-bearing materials located at the above described premises on the date of sale and said to have been accumulated by the Atomic Energy Commission during its uranium refining activities at its Destrehan Street Plant, St. Louis, Missouri. Although not warranted by the Commission in its sale to the debtor on or about February 9, 1966, and while the secured party does not warrant nor represent the accuracy thereof, the accumulated residues are believed to contain approximately the following quantities of material:

Pitchblende Raffinate	74,000 Tons
Colorado Raffinate	32,500 Tons
Barium Sulfate Cake	1,500 Tons
Barium Cake	8,700 Tons
Miscellaneous Residues	350 Tons

(Note: Engineering survey of said accumulated residues made June 23, 1966 by Stolwyk, McDaniel, Ferrerbach, Inc., St. Louis, Missouri indicated the following tonnages:

Pitchblende Raffinate	85,353 Tons
Colorado Raffinate	36,196 Tons
Barium Sulfate Cake	5,016 Tons
C - Slag	6,302 Tons

The Colorado School of Mines Research Foundation, Inc., Golden, Colorado in the summer and fall of 1966 conducted a research project (#130421) with respect to the above materials to establish the most feasible method of processing the ore residues and to determine the amounts of economically recoverable items from the above materials.

Provided the recovery processes recommended by the written report of such research by Colorado School of Mines Research Foundation, Inc. are employed it is the opinion of that foundation that, based on the quantities of material sold by the Atomic Energy Commission to the debtor as set forth above, the following approximate amounts of chemical elements and metalloids chemical elements may be feasibly recovered from the materials:

U <sub>3</sub> O <sub>8</sub>	661,374 Pounds
Cu	1,800,524 Pounds
Ni	3,335,000 Pounds
Co	2,402,000 Pounds
Se	171,400 Pounds
V <sub>2</sub> O <sub>5</sub>	242,000 Pounds

The reports of the Colorado School of Mines Research Foundation, Inc., and other information pertaining to the property being offered for sale, may be inspected prior to sale and during business hours at the offices of Commercial Discount Corporation, Room 800, 115 West Adams Street, Chicago, Illinois, where further information concerning the terms of sale and the foregoing collateral may be obtained. Neither Joseph W. Lewis, individually or as Successor trustee or agent of Commercial Discount Corporation make any warranties or representations of any kind, express or implied with respect to the personal and real property described above, or with respect to any reports, opinions, or other data pertaining thereto.

JOSEPH W. LEWIS, Successor Trustee and Agent.  
St. Louis County, Mo., January 8, 1967.

WLA  
0301

# AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI }  
COUNTY OF ST. LOUIS. } SS.

Before the undersigned, a Notary Public in and for the County of St. Louis, Missouri, personally appeared CARL J. TEICHMANN, one of the publishers of THE ST. LOUIS COUNTRYMAN, a daily newspaper published in the County of St. Louis, Missouri; who being duly sworn on his oath, says that THE ST. LOUIS COUNTRYMAN has complied with all of the provisions of the laws of this state regulating newspapers and the publication of legal notices, and is qualified to publish the annexed notice or advertisement; and that it was published in THE ST. LOUIS COUNTRYMAN for twenty one ~~con~~ <sup>Successive</sup> issues, the first publication being on the 6th day of January 1967, and the last publication being on the 3rd day of February, 1967 to-wit:

1st time	<u>January 6</u>	32nd time	.....
2nd time	<u>" 7</u>	33rd time	.....
3rd time	<u>" 10</u>	34th time	.....
4th time	<u>" 11</u>	35th time	.....
5th time	<u>" 12</u>	36th time	.....
6th time	<u>" 13</u>	37th time	.....
7th time	<u>" 14</u>	38th time	.....
8th time	<u>" 17</u>	39th time	.....
9th time	<u>" 18</u>	40th time	.....
10th time	<u>" 19</u>	41st time	.....
11th time	<u>" 20</u>	42nd time	.....
12th time	<u>" 21</u>	43rd time	.....
13th time	<u>" 24</u>	44th time	.....
14th time	<u>" 25</u>	45th time	.....
15th time	<u>" 26</u>	46th time	.....
16th time	<u>" 27</u>	47th time	.....
17th time	<u>" 28</u>	48th time	.....
18th time	<u>" 31</u>	49th time	.....
19th time	<u>February 1</u>	50th time	.....
20th time	<u>" 2</u>	51st time	.....
21st time	<u>" 3</u>	52nd time	.....
22nd time	.....	53rd time	.....
23rd time	.....	54th time	.....
24th time	.....	55th time	.....
25th time	.....	56th time	.....
26th time	.....	57th time	.....
27th time	.....	58th time	.....
28th time	.....	59th time	.....
29th time	.....	60th time	.....
30th time	.....	61st time	.....
31st time	.....	62nd time	.....

Subscribed and sworn to before me  
this 12th day of February, 1967.  
My commission expires November 12, 1967

Notary Public for County of St. Louis, Missouri

Law-159362X  
No. C-37076

# CERTIFICATE OF TITLE.

THE TITLE INSURANCE CORPORATION OF ST. LOUIS HAS EXAMINED  
THE TITLE TO THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE  
COUNTY OF ST. LOUIS, STATE OF MISSOURI; TO WIT:

A Part of Lot 11 of HAZELWOOD FARM, a Subdivision in U. S. Surveys 1 and 2, Township 47 North, Range 6 East, St. Louis County, Missouri, according to plat of said Subdivision attached to Commissioners Report, recorded in Book 6 page 11 of the St. Louis County Records, more particularly described as follows: Beginning at the Southeast corner of said Lot 11; thence North 82 degrees 19 minutes 00 seconds West, along a line at right angles to the East line of said Lot 11, a distance of 20 feet; thence North 16 degrees 03 minutes 58 seconds West, 163.88 feet; thence North 10 degrees 13 minutes 50 seconds West, 451.91 feet; thence North 7 degrees 41 minutes 00 seconds East 205.00 feet; thence North 37 degrees 57 minutes 38 seconds East a distance of 212.22 feet, more or less, to a point in the center line of Latty Avenue, 40 feet wide; thence South 82 degrees 11 minutes East, along the said center line of Latty Avenue, a distance of 118.00 feet, more or less, to the Northeast corner of said Lot 11; thence South 7 degrees 41 minutes 00 seconds West along the said East line of Lot 11, a distance of 968.00 feet, more or less, to the point of beginning, A

being the same property described in its annexed certificate and reports that according to the St. Louis County Records whatever title the owners named in said certificate had on March 1, 1966 at 2:05 P. M., the date thereof, is vested in:

COMMERCIAL DISCOUNT CORPORATION, a Delaware Corporation.

Free and clear of liens reported in said certificate or thereafter, except as follows, to-wit:

DEEDS OF TRUST:

NONE.

GENERAL TAXES for 1966, delinquent; 1967, a lien (1968-4037.41)

Village of Hazelwood GENERAL TAXES for 1966, delinquent; 1967, a lien.  
+ 1968 - Total \$383.35.

Village of Hazelwood SPECIAL TAXES: NONE reported on books in Village Clerk's Office, that are a lien.

Village of Hazelwood ORDINANCES: NOT EXAMINED.

JUDGMENTS: NONE.

MECHANICS' LIENS: NONE.

RIGHT OF WAY of Latty Avenue over that part of above described property embraced therein, as reported in said certificate.

EASEMENT granted Union Electric Company, according to instruments recorded in Book 4508 page 369 and Book 5079 page 349, as reported in said certificate.

ANY assessments or charges levied or to be levied in the Coldwater Creek Trunk Subdistrict of The Metropolitan St. Louis Sewer District under provisions of Ordinance #769 of said Metropolitan St. Louis Sewer District, and any amendments thereto.

THIS certificate attempts to make no statement as to restrictions defined in any zoning law or ordinance or any amendments thereto.

ALL the liens and encumbrances reported in its annexed certificate and not herein reported, have been released of record, or have ceased to be a lien upon said property.

COT 0007

MLA

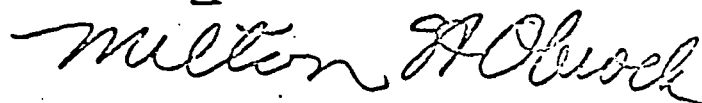
0303

IN WITNESS WHEREOF, the TITLE INSURANCE CORPORATION OF ST. LOUIS has caused  
this certificate to be signed by an authorized officer of the company; and its  
corporate seal to be hereunto affixed this 24th day of February, 1967.

  
EXAMINER.

TITLE INSURANCE CORPORATION OF ST. LOUIS

BY



Vice-President

JL/cb

WLA 0304

Whereas, Continental Mining & Milling Co., a Delaware corporation,

by its Deed of Trust, dated the 28th day of February 1966 and recorded in the  
Recorders Office, of the County of St. Louis and State of Missouri, in Book 591-  
page 53, conveyed to R. W. Jacobsmeyer the property  
therein described, IN TRUST, to secure to Busy Bee Material and Construction Co., a  
Missouri corporation,  
the payment of the notes in said deed of trust described.

WHEREAS, Commercial Discount Corporation, a Delaware corporation qualified to transact business in Missouri, is the ultimate assignee of the rights of Busy Bee Material and Construction Co. under said deed of trust;

WHEREAS, Continental Mining & Milling Co. by its deed of trust dated September 1, 1966 and recorded in the Recorder's Office of the County of St. Louis, State of Missouri, in Book 6061, page 533, conveyed to Simon Rapoport the property therein described, IN TRUST, to secure to Commercial Discount Corporation, a Delaware corporation, the payment of the note in said

And Whereas, default was made in the payment of principal and interest due under said notes

secured by said deed by reason whereof the undersigned Successor Trustee did, at the request of the legal holder of said notes and deed of trust, proceed to execute the powers to said trustee given by said deeds of trust, and did, on Friday the 3rd day of February, 1967, having previously given 21 days notice of the time, terms and place of sale, and of the property to be sold, by advertisement printed and published in the St. Louis Countian a newspaper printed and published in the County of St. Louis and State of Missouri, a copy of which advertisement, with the affidavit of the publisher of said newspaper, proving its publication, is hereto attached, and made a part hereof, at the north front door of the Court House in Clayton.

in the County of St. Louis and State of Missouri, expose to sale for cash to the highest bidder, at public auction, the said property herein described, and at said sale Commercial Discount Corporation, a Delaware corporation, with principal place of business at 105 West Adams Street, Chicago, Illinois being the highest and best bidder for the sum of Ninety Thousand Dollars (\$90,000.00)

the same was struck off and sold to said bidder at that price and sum.

*Now, therefore, know all men by these Presents, that* Joseph W. Lewis

the undersigned Successor Trustee, party of the first part, in consideration of the premises, and of the sum of Ninety Thousand Dollars (\$90,000.00)

to the said Successor Trustee paid by the said Commercial Discount Corporation, a Delaware corporation, with principal place of business at 105 West Adams Street, Chicago, Illinois.

~~XXXXXX~~ ~~XXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~ and State of Missouri, party of the second part, does Bargain, Sell and Convey, unto the said party of the second part, the Real Estate in said Deed of Trust described, situated in the County of St. Louis and State of Missouri, to-wit:

Part of Lot 11 of HAZELWOOD FARM, a subdivision in U. S. Surveys 1 and 2, Township 47 North Range 6 East, St. Louis County, Missouri, according to Plat of said Subdivision attached to Commissioners Report, recorded in Book 6 Page 11 of the St. Louis County Records, more particularly described as follows: Beginning at the Southeast corner of said Lot 11, thence North 82 degrees 19 minutes 00 seconds West, along a line at right angles to the East line of said Lot 11, a distance of 20 feet, thence North 16 degrees 03 minutes 53 seconds West, 163.33 feet, thence North 10 degrees 13 minutes 50 seconds West, 451.91 feet, thence North 7 degrees 41 minutes 00 seconds East, 205.00 feet, thence North 37 degrees 57 minutes 33 seconds East, a distance of 212.22 feet, more or less, to a point in the center line of Latta Avenue, 40 feet wide, thence South 82 degrees 11 minutes East, along the said center line of Latta Avenue, a distance of 113.00 feet, more or

COT 0008



# AFFIDAVIT OF PUBLICATION

In re: Continental Mining and Milling Co.

## TRUSTEE'S SALE AND SALE OF COLLATERAL

Default having been made in the payment of an installment due on:

(a) that certain Promissory Note described in and secured by Deed of Trust executed by Continental Mining and Milling Co. dated February 28, 1966, and recorded in Book 5914, Page 53 in the Office of the Recorder of Deeds for the County of St. Louis, State of Missouri; and

(b) that certain Collateral Note described in and secured by:

(i) that certain Deed of Trust executed by Continental Mining and Milling Co. dated September 1, 1966, and recorded in Book 6061, Page 533, in the office of the Recorder of Deeds for the County of St. Louis, State of Missouri; and

(ii) that certain Loan and Security Agreement executed by Continental Mining and Milling Co. dated December 29, 1965, a financing statement with respect to which was filed with the office of the Recorder of Deeds of the County of St. Louis, State of Missouri, on February 7, 1966, and with the Secretary of State of Missouri on February 7, 1966,

and the legal holder of said notes having, as a result of said default, accelerated the payment of all of the same, the undersigned, in his capacity as successor Trustee under said Deeds of Trust and as attorney for the creditor under said Loan and Security Agreement, will at the request of the said holder of the notes on February 3, 1967 commencing at the hour of 12:00 o'clock noon, at the north front door of the Court House in Clayton, in the County of St. Louis, State of Missouri, sell at public vendue to the highest bidder for cash:

(a) the following described real estate, situated in the County of St. Louis and State of Missouri, to-wit:

Part of Lot 11 of HAZELWOOD FARM, a Subdivision in U. S. Surveys 1 and 2, Township 47 North Range 6 East, St. Louis County, Missouri, according to Plat of said Subdivision attached to Commissioners Report, recorded in Book 6 Page 11 of the St. Louis County Records, more particularly described as follows: Beginning at the Southeast corner of said lot 11, thence North 82 degrees 19 minutes 00 seconds West, along a line at right angles to the East line of said Lot 11, a distance of 20 feet, thence North 16 degrees 03 minutes 58 seconds West, 163.83 feet, thence North 10 degrees 13 minutes 50 seconds West, 451.91 feet, thence North 7 degrees 41 minutes 00 seconds East, 205.00 feet, thence North 37 degrees 57 minutes 38 seconds East, a distance of 212.22 feet, more or less, to a point in the center line of Latty Avenue, 40 feet wide, thence South 82 degrees 11 minutes East, along the said center line of Latty Avenue, a distance of 118.00 feet, more or less, to the Northeast corner of said Lot 11, thence South 7 degrees 41 minutes 00 seconds West, along the said East line of Lot 11, a distance of 968.00 feet, more or less, to the point of beginning. Subject to right-of-way of Latty Avenue and easements granted to Union Electric Co. recorded in Book 4508 Page 369 and Book 5079 Page 349 of the St. Louis County Recorder's Office;

(b) the following described personal property of Continental Mining and Milling Co., the debtor, in which Commercial Discount Corporation has a security interest, which property to be sold is located at 9200 Latty Avenue, Hazelwood, Missouri and is generally described as follows:

All of the residues of uranium-bearing materials located at the above described premises on the date of sale and said to have been accumulated by the Atomic Energy Commission during its uranium refining activities at its Desrehan Street Plant, St. Louis, Missouri. Although not warranted by the Commission in its sale to the debtor on or about February 9, 1966, and while the secured party does not warrant nor represent the accuracy thereof, the accumulated residues are believed to contain approximately the

MLA

0306

# AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI. }  
COUNTY OF ST. LOUIS. } SS.

Before the undersigned, a Notary Public in and for the County of St. Louis, Missouri, personally appeared CARL J. TEICHMAN, one of the publishers of THE ST. LOUIS COUNTRY, a daily newspaper published in the County of St. Louis, Missouri; who being duly sworn on his oath, says that THE ST. LOUIS COUNTRY has complied with all of the provisions of the laws of this state regulating newspapers and the publication of legal notices, and is qualified to publish the annexed notice or advertisement; and that it was published in THE ST. LOUIS COUNTRY for twenty one consecutive issues, the first publication being on the 6th day of January, 1967, and the last publication being on the 3rd day of February, 1967, to-wit:

1st time	<u>January 6</u>	32nd time	.....
2nd time	<u>7</u>	33rd time	.....
3rd time	<u>10</u>	34th time	.....
4th time	<u>11</u>	35th time	.....
5th time	<u>12</u>	36th time	.....
6th time	<u>13</u>	37th time	.....
7th time	<u>14</u>	38th time	.....
8th time	<u>17</u>	39th time	.....
9th time	<u>18</u>	40th time	.....
10th time	<u>19</u>	41st time	.....
11th time	<u>20</u>	42nd time	.....
12th time	<u>21</u>	43rd time	.....
13th time	<u>24</u>	44th time	.....
14th time	<u>25</u>	45th time	.....
15th time	<u>26</u>	46th time	.....
16th time	<u>27</u>	47th time	.....
17th time	<u>28</u>	48th time	.....
18th time	<u>31</u>	49th time	.....
19th time	<u>February 1</u>	50th time	.....
20th time	<u>2</u>	51st time	.....
21st time	<u>3</u>	52nd time	.....
22nd time	.....	53rd time	.....
23rd time	.....	54th time	.....
24th time	.....	55th time	.....
25th time	.....	56th time	.....
26th time	.....	57th time	.....
27th time	.....	58th time	.....
28th time	.....	59th time	.....
29th time	.....	60th time	.....
30th time	.....	61st time	.....
31st time	.....	62nd time	.....

Subscribed and sworn to before me  
this 3rd day of February, 1967.  
My commission expires November 12, 1967.  
Vera D. Smith  
Notary Public for County of St. Louis, Missouri.

# Trustee's Deed (Under Foreclosure)

Whereas, Continental Mining & Milling Co., a Delaware corporation,

by its Deed of Trust, dated the 28th day of February 1966 and recorded in the  
Recorders Office, of the County of St. Louis and State of Missouri, in Book 5914,  
page 53, conveyed to R. W. Jacobsmeyer the property

therein described, IN TRUST, to secure to Busy Bee Material and Construction Co., a  
Missouri corporation,  
the payment of the notes in said deed of trust described.

WHEREAS, Commercial Discount Corporation, a Delaware corporation qualified  
to transact business in Missouri, is the ultimate assignee of the rights of  
Busy Bee Material and Construction Co. under said deed of trust;

WHEREAS, Continental Mining & Milling Co. by its deed of trust dated  
September 1, 1966 and recorded in the Recorder's Office of the County of  
St. Louis, State of Missouri, in Book 6061, page 533, conveyed to Simon  
Rapoport the property therein described, IN TRUST, to secure to Commercial  
Discount Corporation, a Delaware corporation, the payment of the note in said

And Whereas, default was made in the payment of principal and interest due under  
said notes

secured by said

deed by reason whereof the undersigned Successor Trustee did, at the request of the legal  
holder of said notes and deed of trust, proceed to execute the powers to said trustee given by said deeds  
of trust, and did, on Friday the 3rd day of February, 1967, having  
previously given 21 days notice of the time, terms and place of sale, and of the prop-  
erty to be sold, by advertisement printed and published in the St. Louis Countian

a newspaper printed and published in the County of St. Louis and State of Missouri, a  
copy of which advertisement, with the affidavit of the publisher of said newspaper, proving its publi-  
cation, is hereto attached, and made a part hereof, at the north front door of the Court  
House in Clayton,

in the County of St. Louis and State of Missouri, expose to sale for cash to the highest  
bidder, at public auction, the said property herein described, and at said sale Commercial Discount  
Corporation, a Delaware corporation, with principal place of business  
at 105 West Adams Street, Chicago, Illinois  
being the highest and best bidder for the sum of Ninety Thousand Dollars (\$90,000.00)

the same was struck off and sold to said bidder at that price and sum.

Now, therefore, know all men by these Presents, that Joseph W. Lewis

the undersigned Successor Trustee, party of the first part, in consideration of the premises, and  
of the sum of Ninety Thousand Dollars (\$90,000.00)

to the said Successor Trustee paid by the said Commercial Discount Corporation, a  
Delaware corporation, with principal place of business at 105 West Adams Street, Chicago,  
Illinois,

~~the said Successor Trustee~~ ~~and State of Missouri~~, party of the second part, does  
Bargain, Sell and Convey, unto the said party of the second part, the Real Estate in said Deed of  
Trust described, situated in the County of St. Louis and State of Missouri, to-wit:

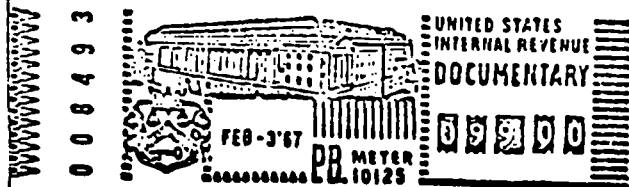
Part of Lot 11 of HAZELWOOD FARM, a subdivision in U. S.  
Surveys 1 and 2, Township 47 North Range 6 East, St. Louis  
County, Missouri, according to Plat of said Subdivision  
attached to Commissioners Report, recorded in Book 6 Page  
11 of the St. Louis County Records, more particularly des-  
cribed as follows: Beginning at the Southeast corner of  
said Lot 11, thence North 82 degrees 19 minutes 00 seconds  
West, along a line at right angles to the East line of  
said Lot 11, a distance of 20 feet, thence North 16  
degrees 03 minutes 58 seconds West, 163.88 feet, thence  
North 10 degrees 13 minutes 50 seconds West, 451.91 feet,  
thence North 7 degrees 41 minutes 00 seconds East, 205.00  
feet, thence North 37 degrees 57 minutes 38 seconds East,  
a distance of 212.22 feet, more or less, to a point in  
the center line of Latty Avenue, 40 feet wide, thence  
South 82 degrees 11 minutes East, along the said center  
line of Latty Avenue, a distance of 118.00 feet, more or

COT 0009

deed of trust described.

MLA 0117

less, to the Northeast corner of said Lot 11, thence South 7 degrees 41 minutes 00 seconds West, along the said East line of Lot 11, a distance of 968.00 feet, more or less, to the point of beginning. Subject to right-of-way of Latty Avenue and easements granted to Union Electric Co. recorded in Book 4508, Page 369 and Book 5079, Page 349 of the St. Louis County Recorder's Office.



State of Missouri )  
County of St. Louis ) ss  
FILED FOR RECORD  
FEB 3 1967  
At 2:52 O'clock P M  
E. J. Chung  
Recorder of Deeds

202

Address of Grantee herein is: Commercial Discount Corporation, 105 West Adams Street, Chicago, Illinois, attention of Robert Stoneberg

To Have and to Hold the same unto the said party of the second part, and to its heirs and assigns FOREVER.

IN WITNESS WHEREOF, the said party of the first part as Successor Trustee has executed these presents on the 3rd day of February, 1967.

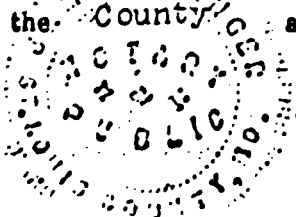
Joseph W. Lewis, Successor Trustee.

State of Missouri,  
County of St. Louis ) ss.

On this 3rd day of February, 1967, before me personally appeared Joseph W. Lewis

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed as Successor Trustee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of St. Louis and State aforesaid, the day and year first above written.



My term expires

Notary Public.

WLA 0118

**TRUSTEE'S DEED  
UNDER FORECLOSURE**

Approved by Real Estate Board of Metropolitan St. Louis

BY TRUSTEE

TO

State of Missouri ) ss  
County of St. Louis )  
**FILED FOR RECORD**

FEB 3 1967

At \_\_\_\_\_ O'clock \_\_\_\_\_ M

*Edw. J. Perry*  
Recorder of Deeds

STATE OF MISSOURI, } ss.  
County of St. Louis }

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office on the 3 day of Feb A. D. 1967 at 3:52 o'clock P M and is truly recorded in Book 6148 Page 533

Witness my hand and official seal on the day and year aforesaid.

By \_\_\_\_\_

*Edw. J. Perry*  
Recorder of Deeds

610 0119

# AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI. }  
COUNTY OF ST. LOUIS. } ss.

Before the undersigned, a Notary Public in and for the County of St. Louis, Missouri, personally appeared CARL J. TEICHMAN, one of the publishers of THE ST. LOUIS COUNTRYMAN, a daily newspaper published in the County of St. Louis, Missouri; who being duly sworn on his oath, says that THE ST. LOUIS COUNTRYMAN has complied with all of the provisions of the laws of this state regulating newspapers and the publication of legal notices, and is qualified to publish the annexed notice or advertisement; and that it was published in THE ST. LOUIS COUNTRYMAN for twenty one consecutive issues, the first publication being on the 6th day of January, 1967, and the last publication being on the 3rd day of February, 1967, to-wit:

1st time	<u>January 6</u>	32nd time	.....
2nd time	<u>" 7</u>	33rd time	.....
3rd time	<u>" 10</u>	34th time	.....
4th time	<u>" 11</u>	35th time	.....
5th time	<u>" 12</u>	36th time	.....
6th time	<u>" 13</u>	37th time	.....
7th time	<u>" 14</u>	38th time	.....
8th time	<u>" 17</u>	39th time	.....
9th time	<u>" 18</u>	40th time	.....
10th time	<u>" 19</u>	41st time	.....
11th time	<u>" 20</u>	42nd time	.....
12th time	<u>" 21</u>	43rd time	.....
13th time	<u>" 24</u>	44th time	.....
14th time	<u>" 25</u>	45th time	.....
15th time	<u>" 26</u>	46th time	.....
16th time	<u>" 27</u>	47th time	.....
17th time	<u>" 28</u>	48th time	.....
18th time	<u>" 31</u>	49th time	.....
19th time	<u>February 1</u>	50th time	.....
20th time	<u>" 2</u>	51st time	.....
21st time	<u>" 3</u>	52nd time	.....
22nd time	.....	53rd time	.....
23rd time	.....	54th time	.....
24th time	.....	55th time	.....
25th time	.....	56th time	.....
26th time	.....	57th time	.....
27th time	.....	58th time	.....
28th time	.....	59th time	.....
29th time	.....	60th time	.....
30th time	.....	61st time	.....
31st time	.....	62nd time	.....

Subscribed and sworn to before me  
this 3rd day of February, 1967.  
My commission expires November 12, 1967.

Vera Dowd  
Notary Public for County of St. Louis, Missouri.

MLA 0120

# AFFIDAVIT OF PUBLICATION

In re: Continental Mining and Milling Co.

## TRUSTEE'S SALE AND SALE OF COLLATERAL

Default having been made in the payment of an installment due on:

(a) that certain Promissory Note described in and secured by Deed of Trust executed by Continental Mining and Milling Co. dated February 28, 1966, and recorded in Book 5914, Page 53 in the Office of the Recorder of Deeds for the County of St. Louis, State of Missouri; and

(b) that certain Collateral Note described in and secured by:

(i) that certain Deed of Trust executed by Continental Mining and Milling Co. dated September 1, 1966, and recorded in Book 6061, Page 533, in the office of the Recorder of Deeds for the County of St. Louis, State of Missouri; and

(ii) that certain Loan and Security Agreement executed by Continental Mining and Milling Co. dated December 29, 1953, a financing statement with respect to which was filed with the Office of the Recorder of Deeds of the County of St. Louis, State of Missouri, on February 7, 1966, and with the Secretary of State of Missouri on February 7, 1966,

and the legal holder of said notes having, as a result of said default, accelerated the payment of all of the same, the undersigned, in his capacity as successor Trustee under said Deeds of Trust and as attorney for the creditor under said Loan and Security Agreement, will at the request of the said holder of the notes on February 3, 1967 commencing at the hour of 12:00 o'clock noon, at the north front door of the Court House in Clayton, in the County of St. Louis, State of Missouri, sell at public vendue to the highest bidder for cash:

(a) the following described real estate, situated in the County of St. Louis and State of Missouri, to-wit:

Part of Lot 11 of HAZELWOOD FARM, a Subdivision in U. S. Surveys 1 and 2, Township 47 North Range 6 East, St. Louis County, Missouri, according to Plat of said Subdivision attached to Commissioners Report, recorded in Book 8 Page 11 of the St. Louis County Records, more particularly described as follows: Beginning at the Southeast corner of said lot 11, thence North 82 degrees 19 minutes 00 seconds West, along a line at right angles to the East line of said Lot 11, a distance of 20 feet, thence North 16 degrees 03 minutes 58 seconds West, 163.88 feet, thence North 10 degrees 13 minutes 50 seconds West, 451.91 feet, thence North 7 degrees 41 minutes 00 seconds East, 205.00 feet, thence North 37 degrees 57 minutes 38 seconds East, a distance of 212.22 feet, more or less, to a point in the center line of Latty Avenue, 40 feet wide, thence South 82 degrees 11 minutes East, along the said center line of Latty Avenue, a distance of 118.00 feet, more or less, to the Northeast corner of said Lot 11, thence South 7 degrees 41 minutes 00 seconds West, along the said East line of Lot 11, a distance of 968.00 feet, more or less, to the point of beginning. Subject to right-of-way of Latty Avenue and easements granted to Union Electric Co. recorded in Book 4508 Page 369 and Book 5079 Page 349 of the St. Louis County Recorder's Office;

(b) the following described personal property of Continental Mining and Milling Co., the debtor, in which Commercial Discount Corporation has a security interest, which property to be sold is located at 9200 Latty Avenue, Hazelwood, Missouri and is generally described as follows:

All of the residues of uranium-bearing materials located at the above described premises on the date of sale and said to have been accumulated by the Atomic Energy Commission during its uranium refining activities at its Destrehan Street Plant, St. Louis, Missouri. Although not warranted by the Commission in its sale to the debtor on or about February 9, 1966, and while the secured party does not warrant nor represent the accuracy thereof, the accumulated residues are believed to contain approximately the following quantities of material:

Pitchblende Raffinate	74,000 Tons
Colorado Raffinate	32,500 Tons
Barium Sulfate Cake	1,300 Tons
Barium Cake	8,700 Tons
Miscellaneous Residues	350 Tons

(Note: Engineering survey of said accumulated residues made June 23, 1958 by Stolwyk, McDaniel, Ferrenbach, Inc., St. Louis, Missouri indicated the following tonnages:

Pitchblende Raffinate	83,355 Tons
Colorado Raffinate	36,196 Tons
Barium Sulfate Cake	5,018 Tons
C-Slag	8,302 Tons

The Colorado School of Mines Research Foundation, Inc., Golden, Colorado in the summer and fall of 1958 conducted a research project (#160421) with respect to the above materials to establish the most feasible method of processing the ore residues and to determine the amounts of economically recoverable items from the above materials.

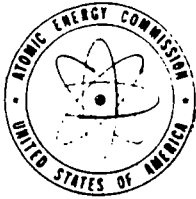
Provided the recovery processes recommended by the written report of such research by Colorado School of Mines Research Foundation, Inc. are employed it is the opinion of that foundation that, based on the quantities of material sold by the Atomic Energy Commission to the debtor as set forth above, the following approximate amounts of chemical elements and metallic chemical elements may be feasibly recovered from the materials:

U <sub>3</sub> O <sub>8</sub>	661,574 Pounds
Cu	1,800,524 Pounds
Ni	3,335,000 Pounds
Co	2,122,000 Pounds
Sa	171,400 Pounds
V <sub>2</sub> O <sub>5</sub>	242,000 Pounds

The reports of the Colorado School of Mines Research Foundation, Inc., and other information pertaining to the property being offered for sale, may be inspected prior to sale and during business hours at the offices of Commercial Discount Corporation, Room 300, 105 West Adams Street, Chicago, Illinois, where further information concerning the terms of sale and the foregoing collateral may be obtained. Neither Joseph W. Lewis, individually or as successor trustee or agent of Commercial Discount Corporation make any warranties or representations of any kind, express or implied, with respect to the personal and real property described above, or with respect to any reports, opinions, or other data pertaining thereto.

JOSEPH W. LEWIS, Successor Trustee and Agent.  
St. Louis County, Mo., January 6, 1967.

MLA 0121



IN REPLY REFER TO: O:HRO

UNITED STATES  
ATOMIC ENERGY COMMISSION  
St. Louis Area Office  
Post Office Box 470  
St. Charles, Missouri

June 10, 1960

Cotter Corporation  
First National Bank Building  
P. O. Box 751  
Canon City, Colorado

RECEIVED JUN 13 1960

Attention: Mr. David P. Marcott, Vice President

Subject: REQUEST FOR PROPOSALS FOR THE PURCHASE AND REMOVAL  
OF URANIUM CONTAMINATED RESIDUES

Gentlemen:

The St. Louis Area Office of the United States Atomic Energy Commission hereby requests proposals for the purchase and removal of certain items of uranium contaminated residues as herein described. Proposals must be received within sixty (60) days after date of this letter and should be addressed to U. S. Atomic Energy Commission, St. Louis Area Office, P. O. Box 470, St. Charles, Missouri.

Location of Residues. The residues are stored in open storage on a 21 acre tract located at Robertson, Missouri. The site is located immediately north of the St. Louis Municipal Airport and east of the McDonnell Aircraft Corporation plant on Brown Road in St. Louis County. Location of the residues stored within the area is shown on attached drawing, subject: "Topographical Location of Plant Facilities for Mallinckrodt Chemical Works," MCW Drawing No. 6-1403-19.

Description of Residues. The residues offered for sale consist of uranium-bearing scrap material accumulated by the Commission during its uranium refining activities at its Destrehan Street Plant, St. Louis, Missouri. The gross weights listed below are the approximate weights of the residues hauled to the site from the refinery. They do not include stone added for ramps and roads, earth added by rehandling of the residues, or moisture changes. In this connection, some of the existing roadways are constructed on residues offered for sale and the existing levels of these roadways are not indicative of the depth of the piles of residues at any given location. The estimated uranium content is based on an accumulation of assays taken on pipe samples from each batch hauled to the site. It is understood that the estimated weights and assays shown below are in no way guaranteed. Prospective purchasers

MLA

1278

COT 0010



must rely on their own determinations as to qualitative and quantitative contents of the material to be sold, which is generally described as follows:

Item No. 1 - Pitchblende Raffinate

The pitchblende raffinate is a residue resulting from processing Belgian Congo pitchblende together with other uranium concentrates. Approximate gross weight is 74,000 tons containing about 113 tons of uranium.

A systematic auger sampling program for the pitchblende raffinate piles was performed in June of 1953. Based on thirty-seven sample holes which provided ninety-six analytical samples, the metal values in approximately 50,000 tons of residue existing at that time were estimated as follows:

1,553,000 lbs. of Cobalt  
1,845,000 lbs. of Nickel  
971,000 lbs. of Copper

Subsequent additions of raffinate to these piles increased the gross weight to approximately 74,000 tons. Assuming the copper, cobalt and nickel content of the pitchblende ore processed during this period was the same as processed prior to June 1953 and neglecting any contribution to the metal values by other uranium-containing materials processed during this period, the total metal values in the present pile are estimated as follows:

1,775,000 lbs. of Cobalt  
2,085,000 lbs. of Nickel  
1,098,000 lbs. of Copper

Other samples on which more complete analyses were made are shown in Table I. Due to the heterogeneity of the pitchblende raffinate these analyses should be considered indicative of the composition of the material and in no sense representative of the gross composition.

WLA  
1279

Table I

Pitchblende Raffinate Composition

	<u>1(a)</u>	<u>2(b)</u>	<u>3(c)</u>
Al	0.22%	0.26%	1.8%
Ca	11.0	11.9	2.7
Co	2.8	3.3	1.8
CO <sub>2</sub>	1.4	1.9	--
Cr	--	--	0.02
Cu	0.9	1.95	0.9
Fe	1.2	1.4	0.7
Mg	5.0	1.9	0.04
Mn	0.12	0.16	0.04
Mo	0.33	0.23	0.03
Ni	4.1	3.5	3.1
NO <sub>3</sub>	27.1	25.2	8.3
P <sub>2</sub> O <sub>5</sub>	0.96	1.1	--
Pb	Tr	Tr	1.8
R.E.	--	--	0.22(d)
S total	0.8	1.47	--
Sc	--	--	0.015
Se	1.5	0.73	--
Si	5.56	4.69	0.82
Sr	--	--	0.02
Th	--	--	0.0038(e)
Ti	--	--	0.007
U	0.13	0.13	0.14
V	Nil	Nil	0.3
Y	--	--	0.04
Solids	50.3	50.7	--
L.O.I @ 500°C	--	--	49.7
Soluble Matter	46.2	43.1	--

- (a) 30-gallon sample from 3 locations using 4-inch auger, taken in February 1953. Reported on solids basis.
- (b) 30-gallon shovel sample from surface of piles in 35 different locations, taken in February 1953. Reported on solids basis.
- (c) Sample taken in the Spring of 1955 from an area containing raffinate produced during a period in which primarily pitchblende was processed. Reported on ignited basis.
- (d) Approximate rare earth distribution shown in Table II.
- (e) Sample contained 0.00039% ionium.

MLA

1280

Table II

Rare Earth Distribution for Pitchblende Raffinate  
Sample 3 in Table I

<u>Element</u>	<u>% of Total Rare Earths</u>
La	3.5
Ce	6.0
Pr	7.7
Nd	13.5
Sm	5.3
Eu	5.0
Gd	16.9
Tb	7.0
Dy	24.3
Ho	2.4
Er	4.6
Tm	0.7
Yb	2.6
Lu	0.07

Item No. 2 - Colorado Raffinate

The Colorado raffinate is a heterogeneous residue resulting from processing primarily domestic uranium concentrates. Approximate gross weight is 32,500 tons containing about 48 tons of uranium. Estimated composition of the Colorado raffinate on an ignited basis is as follows:

	<u>%</u>		<u>%</u>
Al <sub>2</sub> O <sub>3</sub>	2.1	P <sub>2</sub> O <sub>5</sub>	1.2
CaO	41.8	P <sub>5</sub> O <sub>5</sub>	0.05
Co	0.13	SO <sub>3</sub>	15.8
Fe <sub>2</sub> O <sub>3</sub>	8.7	SiO <sub>2</sub>	5.4
Halides	0.2	Th	0.1 - 1.0
MgO	21.2	TiO <sub>2</sub>	0.2
MnO <sub>2</sub>	0.8	U	0.62
MoO <sub>3</sub>	0.05	V <sub>2</sub> O <sub>5</sub>	1.1
Na	0.5 - 5.0	Loss on	
Ni	0.10	Ignition	76.17

Ag, As, B, Ba, Be, Bi, Cd, Cr, Cu, Ga, In, K, Nb, Sb, Sn, Sr, W, Y, Zn and Zr - all less than 0.1% each.

The nitrate content of the Colorado raffinate is similar to that of the pitchblende raffinate.

WLA  
1281

Item No. 3 - Barium Sulfate Cake (Unleached)

Barium sulfate cake (unleached) is a residue resulting from the refinery operation. Approximate gross weight is 1,500 tons containing about 22 tons of uranium. Composition of the cake is estimated as follows:

Barium Sulfate	60-80%
H <sub>2</sub> O	15-35%
Uranium	1-2 %
Misc. Pb, Cu, Ni, Fe, etc.	1-2 %
Solids - rock, gravel, sand, etc.	1-2 %

Item No. 4 - Barium Cake (Leached)

Barium cake (leached) is a residue resulting from the refinery operation. Approximate gross weight is 8,700 tons containing about 7 tons of uranium. Composition of the cake is estimated as follows:

Barium Sulfate	60-80%
H <sub>2</sub> O	15-35%
Uranium	0.05-0.15%
Miscellaneous Metals	1-2 %
Solids - rock, gravel, sand, etc.	1-2 %

Item No. 5 - Miscellaneous Residues

The miscellaneous residues with a gross weight of approximately 350 tons containing approximately 2 tons of uranium are stored in deteriorated drums. No other information is available on these residues.

Sampling. Prospective purchasers are invited to inspect the items of residues at the site and to take samples for the purpose of making their own estimates and assays of the quantities and contents of the materials contained in each item offered for sale. Prospective purchasers may select a reasonable quantity, as determined by the Commission, of samples from each item for their retention and use for testing purposes. These samples and necessary labor and containers required for selecting and preparing the samples for shipment will be furnished without charge to prospective purchasers. The items of residues described herein constitute source material, the receipt, possession, use or transfer of which are subject to licensing requirements and regulations promulgated by the Commission pursuant to the Atomic Energy Act of 1954, as amended (42 USC 2011). Accordingly, prospective purchasers obtaining samples must comply with the requirements of the regulations pertaining to source material as set forth in 10 CFR Parts 20 and 40.

Submission of Proposals. The Commission desires to sell the items of residue to anyone who wishes to process and recover their contents of

MLA  
1282

value. The purchaser of any item may utilize the existing site for purposes of concentrating and extracting from the residue item such contents of value of his choice or may remove the items of residue from the site for processing or utilization elsewhere.

The Commission may subsequently determine to ultimately clear the site of all items of residue and all other materials, including structures, now existing on the site. Therefore, the purchaser should submit alternate price proposals for each item of residue for which the purchaser elects to utilize the existing site for processing and extracting any materials of value, on both of the following bases:

- (1) Only the materials extracted from the residue item by purchaser's on-site processing operations to be removed from the site by the purchaser, with materials, remaining from his processing operation to be left remaining on the site.
- (2) Both the materials extracted from the residue item by purchaser's on-site processing operations and materials remaining from the processing operations to be removed from the site by the purchaser.

In the event the purchaser for any residue item does not desire to utilize the existing site for processing and extracting materials of value, he should submit a price proposal for the residue item to be removed from the site.

Materials remaining from the purchaser's processing operations for the extraction of contents of value, whether these operations are performed on or off the site, may be disposed of by the purchaser in the Weldon Spring quarry dump Site as hereinafter described.

The purchaser, in effecting the removal from the site of the materials as described above, shall furnish all the required labor, materials, supplies, tools, plant and equipment except as otherwise provided herein. The existing loading dock and tipple are presently used by another contractor with the Commission during regular working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of removing other residue from the site. Proposals based on the limited use of these facilities will be considered. However, the present use of these facilities and the quantities of materials involved with reference to removal of Items Nos. 1 and 2, or the materials thereof remaining from the purchaser's on-site processing operations, preclude the use of these facilities and will accordingly require additional loading facilities (including additional siding). Mutually satisfactory arrangements will be necessary to coordinate the various activities which will be conducted simultaneously at the site. Electric power and water are available at the site at the purchaser's expense.

MLA

1283

In addition to price, proposals should contain a general statement of plan of operation for removal or for on-site processing and removal of residue, including size and capacity of plant and equipment and schedule for performance. The Commission contemplates that Item No. 1 may be completed by approximately 2 years from notice to proceed, if on-site processing is contemplated, and that other items may be completed in reasonable periods of time depending on proportionate quantities of material and the type of operation involved.

Weldon Spring Quarry Dump Site. This site consists of a dump pit which is located in St. Charles County on Missouri State Highway No. 94, approximately five miles southwest of the Atomic Energy Commission's Weldon Spring Plant and approximately 30 miles from the Airport Site. This site is accessible by truck from Missouri State Route 94. A spur track leading off the existing east wye of the Commission's plant track system provides railway access to the dump pit. The entire area has been fenced in order to exclude the public. Gate openings have been left for truck entrance and railroad spur track service.

It is contemplated that during the period of performance of any contract resulting from this proposal another contractor with the Commission will also be utilizing this site for disposal of contaminated material and rubble generated by the demolition of the Commission's Destrehan Street Plant. Mutual satisfactory arrangements will be necessary to coordinate these multiple dumping operations. Proposals should be submitted on the basis that the purchaser will furnish all the required labor, materials, supplies, tools, plant and equipment to effect this disposal operation (excepting a 45-ton diesel electric locomotive in event the purchaser elects to utilize rail facilities. The locomotive is furnished by the Commission to the demolition contractor.)

General Terms and Conditions. Any contract or contracts resulting from subsequent negotiations following proposals submitted as a result of this request shall contain those provisions required by existing laws, executive orders, and applicable rules and regulations of the Commission. In addition, the purchaser, in performing any such contract, must comply with the applicable licensing requirements and regulations pertaining to source material as set forth in 10 CFR Part 20 and 40.

Selection of Proposal. It is the Commission's intention to enter into, through appropriate negotiation using the proposal as a basis therefor, a contract with the one considered by the Commission to have submitted the proposal most favorable to the Government, price and other factors considered. In making this evaluation of the proposals, such may be supplemented to the extent considered necessary by the Commission either by personal conference or otherwise, in which all pertinent factors such as those bearing upon the over-all ability to perform and begin operations promptly, agreement with the indicated method of contracting, and any other aspects of the proposals which by necessity must be resolved at a time subsequent to the submission of proposals, will be taken into account.

MLA

1285

You will be notified of the decision as to selection as soon as possible after all proposals received have been evaluated. The Commission, however, reserves the right to reject any or all proposals.

For additional information please contact Mr. H. R. Osterwald or Mr. C. H. Fisher. Telephone: St. Louis, Wydown 3-9400, Extension 356.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'F. H. Balcher', written in a cursive style.

F. H. Balcher  
Area Manager

Enclosure:  
Cy, MCW Drawing No. 6-1403-19

MLA

1286

June 5, 1967

Commercial Discount Corporation  
105 W. Adams  
Chicago, Illinois 60603

Gentlemen:

You have advised us that you own a substantial quantity of mineral residue in metal drums located at 9203 Latty Avenue, Hazelwood, Missouri.

We hereby inform you that we will accept delivery of the drums of residue at Santa Fe Track No. 32, Monack Mine Siding at Canon City, Colorado, with all costs of loading and shipping the drums to be borne by you.

At our expense we will unload the drums and transport them to our plant where the drums will be opened and the residue segregated on the basis of type of residue.

In accordance with the procedures and standards set forth in the Residue Purchase Agreement between our two companies, insofar as they can be applied to the residue taken from the drums, we will sample each type of residue and make determinations as to the amenability of the types of residue to the plant process.

Within thirty days of the date of receipt of any car of residue, or as soon as practicable thereafter, we will inform you in writing as to the quantity of residue received, the types of residue, the U3O8 content, and whether or not the residue is amenable to the plant process.

With respect to any of the residue which, in our sole judgment, is amenable to the plant process we will process the residue and make our best effort to recover the U3O8 contained therein. We will pay to you \$8.00 for each pound of U3O8 finally recovered from such processing, such payments to be made on or before the 20th day of the month following the month in which the U3O8 is recovered.

With respect to any of the residue which, in our sole judgment, is not amenable to the plant process, we shall dispose of the residue in any manner you request at your sole cost; provided, however, that if you request us to dispose of the residue on our plant site we will absorb all costs of such disposal.

MLA

1288

COT 0011

COPY



Commercial Discount Corporation  
Page Two

If this letter sets forth our understanding of the manner in which the residue will be shipped to Canon City and thereafter dealt with by us please indicate your execution of this agreement by signing a copy of this letter and returning it to us.

COTTER CORPORATION (N.S.L.)

By David P. Marcott  
David P. Marcott  
Executive Vice-President

Approved and accepted  
this 3rd day of June, 1967.

COMMERCIAL DISCOUNT CORPORATION

By A. R. McPherson Jr.  
Pres.

WLA 1289

COPY

T O. 001, 481

June 5, 1957

Commercial Discount Corporation  
105 W. Adams  
Chicago, Illinois 60603

Gentlemen:

You have advised us that you own a substantial quantity of mineral residue in metal drums located at 9203 Latty Avenue, Hazelwood, Missouri.

We hereby inform you that we will accept delivery of the drums of residue at Santa Fe Track No. 32, Nonack Mine Siding at Canon City, Colorado, with all costs of loading and shipping the drums to be borne by you.

At our expense we will unload the drums and transport them to our plant where the drums will be opened and the residue segregated on the basis of type of residue.

In accordance with the procedures and standards set forth in the Residue Purchase Agreement between our two companies, insofar as they can be applied to the residue taken from the drums, we will sample each type of residue and make determinations as to the amenability of the types of residue to the plant process.

Within thirty days of the date of receipt of any car of residue, or as soon as practicable thereafter, we will inform you in writing as to the quantity of residue received, the types of residue, the U<sub>3</sub>O<sub>8</sub> content, and whether or not the residue is amenable to the plant process.

With respect to any of the residue which, in our sole judgment, is amenable to the plant process we will process the residue and make our best effort to recover the U<sub>3</sub>O<sub>8</sub> contained therein. We will pay to you \$3.00 for each pound of U<sub>3</sub>O<sub>8</sub> finally recovered from such processing, such payments to be made on or before the 20th day of the month following the month in which the U<sub>3</sub>O<sub>8</sub> is recovered.

With respect to any of the residue which, in our sole judgment, is not amenable to the plant process, we shall dispose of the residue in any manner you request at your sole cost; provided, however, that if you request us to dispose of the residue on our plant site we will absorb all costs of such disposal.

COTTER-0036665

COPY

COT 0012

289

0028 F

Commercial Discount Corporation  
Page Two

If this letter sets forth our understanding of the manner in which the residue will be shipped to Canon City and thereafter dealt with by us please indicate your execution of this agreement by signing a copy of this letter and returning it to us.

COTTER CORPORATION (N.S.L.)

By David P. Marcott  
David P. Marcott  
Executive Vice-President

Approved and accepted

this \_\_\_\_ day of June, 1967.

COMMERCIAL DISCOUNT CORPORATION

By \_\_\_\_\_

COTTER-0036666

COPY

June 5, 1967

Commercial Discount Corporation  
105 W. Adams  
Chicago, Illinois 60603

2320-20-  
see letter 7  
6-5-67

Gentlemen:

You have advised us that you own a substantial quantity of mineral residue in metal drums located at 9200 Latty Avenue, Hazelwood, Missouri.

We hereby inform you that we will accept delivery of the drums of residue at Santa Fe Track No. 32, Monack Mine Siding at Canon City, Colorado, with all costs of loading and shipping the drums to be borne by you.

At our expense we will unload the drums and transport them to our plant where the drums will be opened and the residue segregated on the basis of type of residue.

In accordance with the procedures and standards set forth in the Residue Purchase Agreement between our two companies, insofar as they can be applied to the residue taken from the drums, we will sample each type of residue and make determinations as to the amenability of the types of residue to the plant process.

Within thirty days of the date of receipt of any car of residue, or as soon as practicable thereafter, we will inform you in writing as to the quantity of residue received, the types of residue, the U<sub>3</sub>O<sub>8</sub> content, and whether or not the residue is amenable to the plant process.

With respect to any of the residue which, in our sole judgment, is amenable to the plant process we will process the residue and make our best effort to recover the U<sub>3</sub>O<sub>8</sub> contained therein. We will pay to you \$3.00 for each pound of U<sub>3</sub>O<sub>8</sub> finally recovered from such processing, such payments to be made on or before the 20th day of the month following the month in which the U<sub>3</sub>O<sub>8</sub> is recovered.

With respect to any of the residue which, in our sole judgment, is not amenable to the plant process, we shall dispose of the residue in any manner you request at your sole cost; provided, however, that if you request us to dispose of the residue on our plant site we will absorb all costs of such disposal.

MLA 0097

COPY

COT 0013

**Commercial Discount Corporation**  
**Page Two**

**If this letter sets forth our understanding of the manner in which the residue will be shipped to Canon City and thereafter dealt with by us please indicate your execution of this agreement by signing a copy of this letter and returning it to us.**

**COTTER CORPORATION (N.S.L.)**

By \_\_\_\_\_  
**David P. Marcott**  
**Executive Vice-President**

**Approved and accepted**  
**this \_\_\_\_ day of June, 1967.**

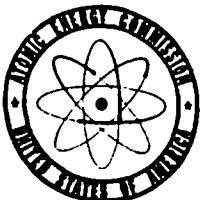
**COMMERCIAL DISCOUNT CORPORATION**

By \_\_\_\_\_

MLA

0096

**COPY**



UNITED STATES  
ATOMIC ENERGY COMMISSION  
WASHINGTON, D.C. 20545

RECEIVED MAY 22 '67

Cotter (COTC)

May 17, 1967

2320-20

Mr. David P. Marcott  
Vice President  
Cotter Corporation  
P. O. Box 751  
Canon City, Colorado 81212

Dear Mr. Marcott:

This is in reference to your recent inquiry of Rafford L. Faulkner as to whether, under the existing legal and policy criteria, AEC could toll enrich for domestic use uranium recovered from residues from the processing in prior years of primarily Belgian Congo ore, and which residues were purchased from the AEC in 1966 by Continental Mining and Milling Company.

It is our understanding that Commercial Discount Corporation purchased these residues at public auction on February 3, 1967, and that Cotter Corporation is interested in purchasing the residues from Commercial Discount in order to recover and market the valuable constituents. We further understand that the uranium so recovered is planned for ultimate use in domestic reactors.

Since the Federal Government had ownership at one time of the source material involved in these residues, we do not consider such residues as containing source material of foreign origin within the meaning of subsection 161(v) of the Atomic Energy Act of 1954, as amended. Accordingly, we foresee no legal or policy impediment to AEC toll enrichment of the uranium from these residues after December 31, 1968.

Sincerely yours,

*G. F. Quinn*

George F. Quinn  
Assistant General Manager  
for Plans and Production

HOLMES & CO. INC.

MAY 20 1967

RECEIVED

Assigned to \_\_\_\_\_  
37

COT 0014

MLA 0248

## RESIDUE PURCHASE AGREEMENT

This Agreement is made and entered into as of the 9th day of June, 1967, by and between COMMERCIAL DISCOUNT CORPORATION, a Delaware corporation, herein called "Seller," and COTTER CORPORATION (N.S.L.), a New Mexico corporation, herein called "Buyer."

### A. Recitals:

1. Seller owns in excess of 54,000 dry tons of mineral residue located at 9200 Latty Avenue, Hazelwood, Missouri. The total amount of such mineral residue located on such site and described in Exhibit A as Congo Raff, Colorado Raff., C-Slag and Barium Sulfate, together with all mineral values contained therein, is herein referred to as the "residue."

2. Buyer is the owner and operator of a mineral processing plant near Canon City, Colorado, herein referred to as the "plant."

3. Seller and Buyer desire to enter into this agreement under the terms of which, Seller will have the obligation to deliver the residue at the point of delivery hereinafter defined, and Buyer will have the exclusive right and obligation to purchase the residue, in accordance with the terms and conditions of this agreement.

### B. Agreement:

In consideration of the mutual covenants herein provided to be kept and performed, Seller and Buyer agree as follows:

#### 1. Warranty of Title:

(a) Seller warrants that at the time of delivery of the residue, or any portion thereof, to the Buyer at the point of delivery in Canon City, Colorado, it will have good and marketable title to the residue, free and clear of all royalties,

MLA

0014

COT 0015

overriding royalties, production payments, mortgages, liens, encumbrances, claims or demands of any nature.

(b) Seller agrees to indemnify Buyer and hold it harmless from all suits, actions, damages, costs, liabilities, losses, claims and demands arising from or related to claims of third parties against the residue, or to taxes, license fees or charges thereon attributable to the period prior to delivery.

2. Crushing and Shipping:

(a) All residue to be delivered to Buyer hereunder shall be of a size sufficient to pass through a grizzly with openings 12 inches square. Residue which is in accordance with this paragraph shall be loaded into railroad cars which are in condition sufficient to prevent loss of residue in transit. In the event residue is lost in transit, Buyer shall have no claims nor rights against Seller for such loss except to the extent the amount of payment as provided herein would be reduced by delivery of less residue because of such loss in transit.

(b) Such cars of residue shall be shipped to Santa Fe Track No. 32, Nonack Mine Siding at Canon City, Colorado, or to such other delivery point at Canon City, Colorado, as Buyer may designate in writing, herein called the point of delivery; provided, that no such change in point of delivery shall increase freight costs to Seller.

(c) The initial shipment of residue shall be delivered to the point of delivery no later than July 1, 1967. Commencing with the month next following the month in which the initial delivery of residue is made, Seller shall deliver to Buyer at the point of delivery a minimum of 6,500 tons of residue each calendar month until the total amount of the residue has been delivered; provided that all of the residue shall be delivered no later than December 31, 1970, and the last month's shipments may be less than 6,500 tons.

MLA  
0015



(d) Seller shall pay all costs and charges incurred in connection with the shipping and delivery of the residue at the point of delivery and Seller shall be reimbursed therefor by the Buyer to the extent and as provided for in Paragraph 7 below.

(e) Buyer shall pay all demurrage and all costs and charges incurred in unloading the residue at the point of delivery and in transporting the residue to the plant. Buyer will unload and transport the residue in a workmanlike manner using methods designed to prevent unnecessary waste of the residue.

3. Metallurgical Characteristics and Grade of Residue:

Buyer agrees to accept delivery and pay for all residue delivered by Seller during any calendar month in accordance with the provisions of Paragraphs 5(b), 6 and 7 below.

4. Determination of Dry Weight and U<sub>3</sub>O<sub>8</sub> Content:

(a) The residue will be transported from the Nonack Mine Siding to the plant by Buyer's trucks. The net weight of each truck load of residue shall be determined by weighing each truck, loaded and empty, on scales to be provided by Buyer at the plant. A receipt for each such delivery shall be furnished to Seller showing the net ton weight of the residue. Representative samples of each truck load shall be taken at the time of weighing or as soon thereafter as possible, and the moisture content determined in Buyer's laboratory by methods generally employed in the industry, thereby establishing the dry weight of each truck load. A receipt showing the dry weight of each load shall be furnished to Seller as soon as practicable after the dry weight has been established.

(b) The residue shall be accumulated by Buyer into lots of not less than 150 tons each and not more than 250 tons each sampled and assayed as herein provided, except that

the final lot may be smaller or larger than such limits. Buyer shall sample the residue by methods presently employed by it in accordance with contractual requirements imposed upon Buyer by the Atomic Energy Commission or by any other method agreed upon by the parties. A representative portion of each sample of each lot of residue will be divided into four pulps and distributed as follows: Seller or his representative will receive one pulp; Buyer will retain one pulp; the remaining two pulps will be reserved by Buyer for possible umpire analysis. Buyer shall make, or cause to be made, an assay of Buyer's pulp for  $U_3O_8$  content. Seller may assay his pulp, but if he fails to make an assay, the assay of Buyer shall be accepted as final. If both parties make assays, the results of Buyer's assay and Seller's assay of the respective sample pulps shall be exchanged by crossing certified mail. Both parties hereby agree that such cross mailings shall be made by each party by mailing assay reports on the 10th day of each month or on the business day next following in the event the 10th day falls on a Saturday, Sunday or holiday. If the average per cent deviation between the assays as to  $U_3O_8$  content is 4.00 per cent or less, then the average of the assays shall be final. If the average per cent deviation between the assays as to  $U_3O_8$  content is greater than 4.00 per cent, then one of the pulps of the sample held in reserve shall be submitted to any mutually accepted laboratory for umpire assay. Any such umpire assay shall be final if within the limits of the assays of Buyer and Seller. If not, the assay which is nearer to that of the umpire assay shall prevail. The party whose assay is furthest from that of the umpire shall pay the cost of the umpire assay. In the event the umpire assay is equally distant from the assay of each party, cost of the assay shall be split equally. The  $U_3O_8$  content thus determined shall, for all purposes, be the  $U_3O_8$  content of the lot of residue to which such determination relates.

MLA  
0017

5. Milling of Residue:

(a) Buyer is now constructing and shall complete an acid treatment circuit in the plant. Upon the completion and testing of such circuit Buyer shall process a minimum of 9,000 tons of the residue during each three month period until all of the residue has been processed.

(b) If Buyer has processed the residue in accordance with Subparagraph (a) above and has paid for the  $U_3O_8$  as herein provided and thereafter Buyer elects further to process the residue Buyer shall have no obligation to pay Seller for any additional  $U_3O_8$  recovered from such further processing.

6. Settlement and Payment for  $U_3O_8$ .

(a) All residue delivered during any calendar month and accepted by Buyer, shall be weighed, sampled and assayed as herein provided, and shall be referred to herein as a " $U_3O_8$  settlement lot." On or before the 20th day of the month following the month in which a  $U_3O_8$  settlement lot is delivered, Buyer shall notify Seller of the value of such  $U_3O_8$  settlement lot. The value of such  $U_3O_8$  settlement lot shall be determined by multiplying \$3.00 by the number of contained pounds of  $U_3O_8$  shown by assay as above provided. On or before the 20th day of any month following the month during which any  $U_3O_8$  is recovered from the  $U_3O_8$  settlement lot, or any portion thereof, Buyer shall pay to Seller \$3.00 for each pound of  $U_3O_8$  so recovered.

(b) Within twenty-four months from the time the Seller is notified of the value of a  $U_3O_8$  settlement lot determined in accordance with (a) above, if Buyer has recovered and paid for less than 90% of said value of  $U_3O_8$  contained in such settlement lot, Buyer shall pay to Seller an amount equal to the difference between the amount previously paid to Seller for such settlement lot and 90% of said value of  $U_3O_8$  contained in such settlement lot.

7. Settlement and Payment for other Values:

(a) All residue delivered during any calendar month shall be weighed, sampled and assayed as herein provided, and, in addition to being referred to herein as a "U<sub>3</sub>O<sub>8</sub> settlement lot" shall also for purposes of this paragraph be referred to as a "supplemental settlement lot." The value of the supplemental settlement lot shall be in addition to the value of the U<sub>3</sub>O<sub>8</sub> settlement lot. The value of such supplemental settlement lot shall be determined by multiplying \$5.00 times the number of tons of residue shipped by Seller as confirmed by copies of the weigh bills relating to such shipments as provided by the shipping railroad. On or before the 20th day of any month following the month during which the supplemental settlement lot or any portion thereof was processed through the acid circuit Buyer shall pay to Seller for such processed supplemental settlement lot an amount equal to \$5.00 for each dry ton of such supplemental settlement lot processed through the acid circuit.

(b) Within 24 months from the time the Buyer receives a supplemental settlement lot, Buyer shall pay to Seller an amount equal to the value of such supplemental settlement lot as determined above, less the amount of any payment made to Seller for any portion of the supplemental settlement lot processed through the acid circuit.

8. Seller's Representative on Buyer's Premises:

Buyer agrees to permit an agent of Seller to enter Buyer's premises at any time during the term of this agreement and be permitted to inspect and review all actions to be performed by Buyer hereunder and to inspect and copy during normal office hours such records as are required by Seller to verify Buyer's performance hereunder.

9. Assignment of Agreement:

Buyer shall not transfer or assign its rights under

the terms of this agreement without the written consent of Seller, which consent will not be unreasonably withheld; provided, that if Buyer shall merge into or become consolidated with another corporation, Seller's consent to assignment shall not be required if (a) the corporation surviving such merger or consolidation, assumes in writing the Buyer's obligations hereunder; and (b) the corporation surviving such merger or consolidation shall, in the judgment of Seller, be financially capable to perform Buyer's obligations under this agreement.

10. Force Majeure:

If either party is rendered unable wholly or in part by force majeure to carry out its obligations under this agreement, such party so unable to perform shall give to the other party prompt written notice of the force majeure with reasonably full particulars concerning it. Thereupon the obligations of the party asserting force majeure so far as they are affected by the force majeure shall be suspended during the continuance of the force majeure. The party asserting force majeure shall use all possible diligence to remove the force majeure as quickly as possible. However, the requirement that any force majeure shall be removed with all reasonable dispatch shall not require the settlement of strikes, lockouts or other labor difficulties by either party contrary to its wishes. How such difficulty shall be handled shall be entirely within the discretion of the party asserting force majeure for such reasons. The term "force majeure" as used herein shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, riot, lightning, fire, storm, flood, explosion, governmental restraint, unavailability of equipment (including, without limitation, however, railroad equipment and trackage) if such unavailability of equipment is not caused by the fault of the party asserting such event of force majeure, action by the United

ALA  
0020

*or the government of any State*  
States government ~~through the Atomic Energy Commission or any other agency~~ regulating or interfering in any way with any of the parties' rights and obligations under this agreement, and any other cause whether of the kind specifically enumerated above or otherwise which is not reasonably within the control of the parties. The financial inability of either party to perform hereunder shall not be deemed a force majeure.

11. Arbitration:

The parties hereby submit all controversies, disputes, claims and matters of difference to arbitration in Denver, Colorado, according to the rules and practices of The American Arbitration Association from time to time in force, except that if such rules and practices shall conflict with the Colorado Rules of Civil Procedure or any other provision of Colorado law then in force, such Colorado rules and provisions shall govern. Each controversy shall be determined by three arbitrators unless, prior to submission of such controversy to The American Arbitration Association, the parties hereto agree in writing that the number of arbitrators shall be less than three. The arbitrators shall be chosen according to the rules and practices of The American Arbitration Association at the time in force when such controversy is submitted. This submission and agreement to arbitrate shall be specifically enforceable. The following shall be considered controversies for this purpose:

- (a) All questions relating to the breach of any obligations, representation, warranty or condition hereunder;
- (b) All questions relating to representations, negotiations and other proceedings leading to the execution hereof;
- (c) Failure of any party to deny or reject a claim or demand of any other party;
- (d) All questions as to whether the right to arbitrate any question exists. Arbitration may proceed in the absence

of any party if notice of the proceedings has been given to such party in accordance with the provisions of this agreement relating to notice. The parties agree to abide by all awards rendered in such proceedings. Such awards shall be final to the extent and in the manner provided by the Colorado Rules of Civil Procedure. All awards may be filed with the Clerk of the District Court in Denver, Colorado, and, at the election of the party making such filing, with the clerk of one or more other courts, state or federal, having jurisdiction at the domicile of the person against whom such award is rendered, or over the place where any of his property is located, or otherwise having jurisdiction over such party or his property. Judgment or a decree of any kind may be entered on such award in all such courts. Execution may issue thereon and such judgments and decrees shall otherwise be enforceable in the same manner as any other judgment or decree of such courts. Consent is hereby given to the jurisdiction of the courts of the State of Colorado and the United States District Court for the District of Colorado over the parties hereto in reference to any matter arising out of the foregoing arbitration or this agreement. This agreement and such awards shall also be enforceable pursuant to the laws of any other state or government (including the United States) which may acquire jurisdiction, including but not limited to the confirmation of award wherever rendered and the enforcement thereof by entry of judgment thereon.

12. Notices:

All notices or instructions required to be given under the terms hereof shall be in writing and shall be validly and sufficiently made and given if mailed, postage prepaid, by certified mail, to Buyer at Roswell, New Mexico, and Post Office Box 571, Canon City, Colorado 81212, or to Seller at 105 W. Adams, Chicago, Illinois 60603.

13. Construction of Agreement:

This agreement shall be deemed to be a contract under the laws of the State of Colorado and for all purposes shall be construed in accordance with such laws.

14. Entire Agreement:

This instrument sets forth the entire agreement between the parties. No provision of this agreement may be altered, amended, revoked or waived except by an instrument in writing signed by the party sought to be charged with such amendment, revocation or waiver.

15. Binding Effect:

This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF this agreement has been executed as of the day and year first above written.

ATTEST:

COMMERCIAL DISCOUNT CORPORATION

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President  
SELLER

ATTEST:

COTTER CORPORATION (N.S.L.)

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Executive Vice President  
BUYER



EXHIBIT AORE RESIDUES LOCATED AT 9200 LATTY AVE., HAZELWOOD, MO.

<u>Residue</u>	<u>Density in lb./cu. yd. (1)</u>	<u>Cubic Yards (2)</u>	<u>Wet Tons (1&amp;2)</u>	<u>Moisture content % (1&amp;3)</u>	<u>Dry Tons</u>	<u>U<sub>3</sub>O<sub>8</sub> (3) %</u>	<u>Contained lbs.</u>	<u>Recovery of U<sub>3</sub>O<sub>8</sub> (3) %</u>	<u>lbs.</u>
Congo Raff.	2380	59,769	71,125	48.0%	36,985	0.36	266,000	90%	239,400
Colorado Raff.	2380	19,718	23,464	45.0%	12,905	0.31	80,000	90%	72,000
C-Slag	2192	3,957	4,338	18.5%	3,535	1.2	84,600	90%	76,140
Unleached Barium Sulfate	3243	538	872	14.0%	750	1.0	15,000	90%	13,500
<b>Totals</b>			<b>99,799</b>		<b>54,175</b>		<b>445,600</b>		<b><u>401,040</u></b>

**Sources:**

- (1) Reitz & Jens, St. Louis, Mo. - consulting engineers
- (2) Stolwyk, McDaniel, Ferrenbach, Inc., St. Louis, Mo. - engineers, planners & Surveyors
- (3) Colorado School of Mines Research Foundation, Inc. - Golden, Colorado

Richard Champion  
Chicago c/Stoneberg  
D.P. Morcott  
Anderson

2320-25-6

RESIDUE PURCHASE AGREEMENT

*RRW*  
*Ran* This Agreement is made and entered into as of this 9th day of <sup>June</sup> ~~May~~, 1967, by and between COMMERCIAL DISCOUNT CORPORATION, a Delaware corporation, herein called "Seller", and COTTER CORPORATION (N.S.L.), a New Mexico corporation, herein called "Buyer".

A. Recitals:

1. Seller owns in excess of 54,000 dry tons of mineral residue located at 9200 Latty Avenue, Hazelwood, Missouri. The total amount of such mineral residue located on such site and described in Exhibit A as Congo Raff, Colorado Raff., C-Slag and Barium Sulfate, together with all mineral values contained therein, is herein referred to as the "residue".

2. Buyer is the owner and operator of a mineral processing plant near Canon City, Colorado, herein referred to as the "plant".

3. Seller and Buyer desire to enter into this agreement under the terms of which, Seller will have the obligation to deliver the residue at the point of delivery hereinafter defined, and Buyer will have the exclusive right and obligation to purchase the residue, in accordance with the terms and conditions of this agreement.

B. Agreement:

In consideration of the mutual covenants herein provided to be kept and performed, Seller and Buyer agree as follows:

1. Warranty of Title:

(a) Seller Warrants that at the time of delivery of the residue, or any portion thereof, to the Buyer at the point

MLA  
0279

*Ran RRW*

COT 0016

of delivery in Canon City, Colorado, it will have good and marketable title to the residue, free and clear of all royalties, overriding royalties, production payments, mortgages, liens, encumbrances, claims or demands of any nature.

(b) Seller agrees to indemnify Buyer and hold it harmless from all suits, actions, damages, costs, liabilities, losses, claims and demands arising from or related to claims of third parties against the residue, or to taxes, license fees or charges thereon attributable to the period prior to delivery.

2. Crushing and Shipping:

(a) All residue to be delivered to Buyer hereunder shall be of a size sufficient to pass through a grizzly with openings 12 inches square. Residue which is in accordance with this paragraph shall be loaded into railroad cars which are in condition sufficient to prevent loss of residue in transit. In the event residue is lost in transit, Buyer shall have no claims nor rights against Seller for such loss except to the extent the amount of payment as provided herein would be reduced by delivery of less residue because of such loss in transit.

(b) Such cars of residue shall be shipped to Santa Fe Track No. 32, Nonack Mine Siding at Canon City, Colorado, or to such other delivery point at Canon City, Colorado, as Buyer may designate in writing, herein called the point of delivery; provided, that no such change in point of delivery shall increase freight costs to Seller.

(c) The initial shipment of residue shall be delivered to the point of delivery no later than July 1, 1967. Commencing with the month next following the month in which the initial delivery of residue is made, Seller shall deliver to Buyer at the point of delivery a minimum of 6,500 tons of residue each calendar month until the total amount of the residue has been delivered; provided that all of the residue shall be

*See file*

ALA  
0280

delivered no later than December 31, 1970, and the last month's shipments may be less than 6,500 tons.

(d) Seller shall pay all costs and charges incurred in connection with the shipping and delivery of the residue at the point of delivery and Seller shall be reimbursed therefor by the Buyer to the extent and as provided for in Paragraph 7 below.

(e) Buyer shall pay all demurrage and all costs and charges incurred in unloading the residue at the point of delivery and in transporting the residue to the plant. Buyer will unload and transport the residue in a workmanlike manner using methods designed to prevent unnecessary waste of the residue.

3. Metallurgical Characteristics and Grade of Residue:

Buyer agrees to accept delivery and pay for all residue delivered by Seller during any calendar month in accordance with the provisions of Paragraphs <sup>5(b),</sup> 6 and 7 below. *HLA*

4. Determination of Dry Weight and U<sub>3</sub>O<sub>8</sub> Content:

(a) The residue will be transported from the Nonack Mine Siding to the plant by Buyer's trucks. The net weight of each truck load of residue shall be determined by weighing each truck, loaded and empty, on scales to be provided by Buyer at the plant. ✓ A receipt for each such delivery shall be furnished to Seller showing the net ton weight of the residue. Representative samples of each truck load shall be taken at the time of weighing or as soon thereafter as possible, and the moisture content determined in Buyer's laboratory by methods generally employed in the industry, thereby establishing the dry weight of each truck load. A receipt showing the dry weight of each load shall be furnished to Seller as soon as practicable after the dry weight has been established. *HLA*

HLA  
0281

(b) The residue shall be accumulated by Buyer into lots of not less than 150 tons each and not more than 250 tons each sampled and assayed as herein provided, except that the final lot may be smaller or larger than such limits. Buyer shall sample the residue by methods presently employed by it in accordance with contractual requirements imposed upon Buyer by the Atomic Energy Commission. A representative portion of each sample of each lot of residue will be divided into four pulps and distributed as follows: Seller or his representative will receive one pulp; Buyer will retain one pulp; the remaining two pulps will be reserved by Buyer for possible umpire analysis. Buyer shall make, or cause to be made, an assay of Buyer's pulp for  $U_3O_8$  content. Seller may assay his pulp, but if he fails to make an assay, the assay of Buyer shall be accepted as final. If both parties make assays, the results of Buyer's assay and Seller's assay of the respective sample pulps shall be exchanged by crossing certified mail or other method mutually agreed upon by the parties. If the variation between the assays as to  $U_3O_8$  content is five thousandths of one per cent (0.005%) or more then at either party's request, one of the pulps of the sample held in reserve shall be submitted to any mutually acceptable laboratory for umpire assay. Any such umpire assay shall be final if within the limits of the assays of Buyer and Seller. If not, the assay which is nearer to that of the umpire assay shall prevail. The party whose assay is furthest from that of the umpire shall pay the cost of the umpire assay. In the event the umpire assay is equally distant from the assay of each party, cost of the assay shall be split equally. The  $U_3O_8$  content thus determined shall, for all purposes, be the  $U_3O_8$  content of the lot of residue to which such determination relates.

Dr. GRW

MLA  
0282

*Upon the completion of such a circuit, Buyer shall process 990 C per hour - 5 and will operate an acid treatment circuit in the plant*

5. Milling of Residue:

(a) Buyer shall process in the plant a minimum of 9,000 tons of the residue delivered and accepted hereunder, during each calendar quarter commencing July 1, 1967, and shall devote at least one circuit of its plant solely for processing the residue, and continuing thereafter until all the residue delivered and accepted has been processed.

(b) Although Buyer anticipates that the residue will be processed through the plant in both an alkaline and acid circuit Buyer has no obligation to process the residue through the acid circuit. If Buyer elects to process the residue through the acid circuit Seller shall be entitled to receive payment for any additional recovery of  $U_3O_8$ . If Buyer has processed the residue through both the alkaline and acid circuits, and if Buyer later elects further to process the residue in the plant Buyer shall have no obligation to pay Seller for any additional  $U_3O_8$  recovered from such further processing.

6. Settlement and Payment for  $U_3O_8$ .

(a) All residue delivered during any calendar month and accepted by Buyer, shall be weighed, sampled and assayed as herein provided, and shall be referred to herein as a " $U_3O_8$  settlement lot". On or before the 20th day of the month following the month in which a  $U_3O_8$  settlement lot is delivered, Buyer shall notify Seller of the value of such  $U_3O_8$  settlement lot. The value of such  $U_3O_8$  settlement lot shall be determined by multiplying \$3.00 by the number of contained pounds of  $U_3O_8$  shown by assay as above provided. On or before the 20th day of any month following the month during which any  $U_3O_8$  is recovered from the  $U_3O_8$  settlement lot, or any portion thereof, Buyer shall pay to Seller \$3.00 for each pound of  $U_3O_8$  so recovered.

(b) Within twenty-four months from the time the Seller is notified of the value of a  $U_3O_8$  settlement lot determined in accordance with (a) above, if Buyer has recovered and paid for less than 90% of said value of  $U_3O_8$  contained in such settlement lot, Buyer shall pay to Seller an amount equal to the

WLA  
0283

*OK - HWR*

difference between the amount previously paid to Seller for such settlement lot and 90% of said value of  $U_3O_8$  contained in such settlement lot.

7. Settlement and Payment for other Values:

(a) All residue delivered during any calendar month shall be weighed, sampled and assayed as herein provided, and, in addition to being referred to herein as a " $U_3O_8$  settlement lot" shall also for purposes of this paragraph be referred to as a "supplemental settlement lot". The value of the supplemental settlement lot shall be in addition to the value of the  $U_3O_8$  settlement lot. The value of such supplemental settlement lot shall be determined by multiplying \$5.00 times the number of tons of residue shipped by Seller as confirmed by copies of the weigh bills relating to such shipments as provided by the shipping railroad. On or before the 20th day of any month following the month during which the supplemental settlement lot or any portion thereof was processed through the acid circuit Buyer shall pay to Seller for such processed supplemental settlement lot an amount equal to \$5.00 for each dry ton of such supplemental settlement lot processed through the acid circuit.

(b) Within 24 months from the time the Buyer receives a supplemental settlement lot, Buyer shall pay to Seller an amount equal to the value of such supplemental settlement lot as determined above, less the amount of any payment made to Seller for any portion of the supplemental settlement lot processed through the acid circuit.

8. AEC Certification:

(a) As an express condition of this agreement

*AKM* *SPM*

MLA  
0284

being binding upon the Buyer. Seller shall furnish Buyer written evidence that the Atomic Energy Commission has classified the residue as "domestic source material".

(b) Seller and Buyer hereby agree that both shall be licensed by the Atomic Energy Commission to perform the transaction contemplated by this agreement.

9. Seller's Representative on Buyer's Premises:

Buyer agrees to permit an agent of Seller to enter Buyer's premises at any time during the term of this agreement and be permitted to inspect and review all actions to be performed by Buyer hereunder and to inspect and copy <sup>during normal office hours</sup> such records as are required by Seller to verify Buyer's performance hereunder.

10. Assignment of Agreement:

Buyer shall not transfer or assign its rights under the terms of this agreement without the written consent of Seller, which consent will not be unreasonably withheld; provided, that if Buyer shall merge into or become consolidated with another corporation, Seller's consent to assignment shall not be required if (a) the corporation surviving such merger or consolidation, assumes in writing the Buyer's obligations hereunder; and (b) the corporation surviving such merger or consolidation shall, in the judgment of Seller, be financially capable to perform Buyer's obligations under this agreement.

11. Force Majeure:

If either party is rendered unable wholly or in part by force majeure to carry out its obligations under this agreement, ~~such party so unable to perform~~ shall give to the other party prompt written notice of the force majeure with reasonably full particulars concerning it. Thereupon the obligations of the party asserting force majeure so far as they are affected by the force majeure shall be suspended during the continuance of the force majeure. The party asserting force majeure shall use all possible diligence to remove the force majeure as quickly as

MLA  
11285

*Don J. H. W.*



possible. However, the requirement that any force majeure shall be removed with all reasonable dispatch shall not require the settlement of strikes, lockouts or other labor difficulties by either party contrary to its wishes. How such difficulty shall be handled shall be entirely within the discretion of the party asserting force majeure for such reasons. The term "force majeure" as used herein shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, riot, lightning, fire, storm, flood, explosion, governmental restraint, unavailability of equipment (including, without limitation, however, railroad equipment and trackage) if such unavailability of equipment is not caused by the fault of the party asserting such event of force majeure, action by the United States government through the Atomic Energy Commission or any other agency regulating or interfering in any way with any of the parties rights and obligations under this agreement, and any other cause whether of the kind specifically enumerated above or otherwise which is not reasonably within the control of the parties. The financial inability of either party to perform hereunder shall not be deemed a force majeure.

12. Arbitration:

The parties hereby submit all controversies, disputes, claims and matters of difference to arbitration in Denver, Colorado, according to the rules and practices of The American Arbitration Association from time to time in force, except that if such rules and practices shall conflict with the Colorado Rules of Civil Procedure or any other provision of Colorado law then in force, such Colorado rules and provisions shall govern. Each controversy shall be determined by three arbitrators unless, prior to submission of such controversy to the American Arbitration Association, the parties hereto agree in writing that the number of arbitrators shall be less than three. The arbitrators shall be chosen according to the rules and practices of the American ~~Arbitration Association~~ at the time in force when such controversy is submitted. This submission and agreement to arbitrate shall be specifically enforceable. The following shall be considered controversies for this purpose:

- (a) All questions relating to the breach of

any obligations, representation, warranty or condition hereunder;

(b) All questions relating to representations, negotiations and other proceedings leading to the execution hereof;

(c) Failure of any party to deny or reject a claim or demand of any other party;

(d) All questions as to whether the right to arbitrate any question exists. Arbitration may proceed in the absence of any party if notice of the proceedings has been given to such party in accordance with the provisions of this agreement relating to notice. The parties agree to abide by all awards rendered in such proceedings. Such awards shall be final to the extent and in the manner provided by the Colorado Rules of Civil Procedure. All awards may be filed with the Clerk of the District Court in Denver, Colorado, and, at the election of the party making such filing, with the clerk of one or more other courts, state or federal, having jurisdiction at the domicile of the person against whom such award is rendered, or over the place where any of his property is located, or otherwise having jurisdiction over such party or his property. Judgment or a decree of any kind may be entered on such award in all such courts. Execution may issue thereon and such judgments and decrees shall otherwise be enforceable in the same manner as any other judgment or decree of such courts. Consent is hereby given to the jurisdiction of the courts of the State of Colorado and the United States District Court for the District of Colorado over the parties hereto in reference to any matter arising out of the foregoing arbitration or this agreement. This agreement and such awards shall also be enforceable pursuant to the laws of any other state or government (including the United States) which may acquire jurisdiction, including but not limited to the confirmation of award wherever rendered and the enforcement thereof by

MLA  
0287

*John J. Rine*

entry of judgment thereon.

13. Notices:

All notices or instructions required to be given under the terms hereof shall be in writing and shall be validly and sufficiently made and given if mailed, postage prepaid, by certified mail, to Buyer at Roswell, New Mexico, and Post Office Box 751, Canon City, Colorado 81212, or to Seller at 105 W. Adams, Chicago, Illinois 60603.

14. Failure to Procure License:

Seller shall use its best efforts to obtain the Atomic Energy Commission licenses necessary, as required in Section 8(b) of this agreement, to dry and ship the residues which are the subject matter of this agreement. In the event, however, the Atomic Energy Commission refuses to issue Seller such licenses the Seller shall have no further obligation hereunder except to promptly notify the Buyer of such refusal and the Buyer shall thereafter have the right, for a period of 30 days, to attempt to secure all necessary approvals from the Atomic Energy Commission.

15. Construction of Agreement:

This agreement shall be deemed to be a contract under the laws of the State of Colorado and for all purposes shall be construed in accordance with such laws.

16. Entire Agreement:

This instrument sets forth the entire agreement between the parties. No provision of this agreement may be altered, amended, ~~revoked or~~ waived except by an instrument in writing signed by the party sought to be charged with such amendment, revocation or waiver.

17. Binding Effect:

This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

*AKW* *ASW*

WLA

0288

IN WITNESS WHEREOF this agreement has been executed  
as of the day and year first above written.

ATTEST:

Robert E. Stonederg  
Secretary

COMMERCIAL DISCOUNT CORPORATION

By A. R. J. Shusman  
President

SELLER

ATTEST:

W. H. Lavin  
Secretary

COTTER CORPORATION (N.S.L.)

By Daniel P. Mancini  
Executive Vice President

BUYER

*Shusman* *WHL*

2320-20

WLA 0290

EXHIBIT A

ORE RESIDUES LOCATED AT 9200 LATTY AVE., HAZELWOOD, MO.

<u>Residue</u>	<u>Density in lb./cu. yd. (1)</u>	<u>Cubic Yards (2)</u>	<u>Wet Tons (1&amp;2)</u>	<u>Moisture content % (1&amp;3)</u>	<u>Dry Tons</u>	<u>U<sub>3</sub>O<sub>8</sub> (3) %</u>	<u>Contained lbs.</u>	<u>Recovery of U<sub>3</sub>O<sub>8</sub> (3) %</u>	<u>lbs.</u>
Congo Raff.	2380	59,769	71,125	48.0%	36,985	0.36	266,000	90%	239,400
Colorado Raff.	2380	19,718	23,464	45.0%	12,905	0.31	80,000	90%	72,000
C-Slag	2192	3,957	4,338	18.5%	3,535	1.2	84,600	90%	76,140
Unleached Barium Sulfate	3243	538	872	14.0%	750	1.0	15,000	90%	13,500
<b>Totals</b>			<b>99,799</b>		<b>54,175</b>		<b>445,600</b>		<b><u>401,040</u></b>

**Sources:**

- (1) Reitz & Jens, St. Louis, Mo. - consulting engineers
- (2) Stolwyk, McDaniel, Ferrenbach, Inc., St. Louis, Mo. - engineers, planners & Surveyors
- (3) Colorado School of Mines Research Foundation, Inc. - Golden, Colorado

*Handwritten signature/initials*

## ONE SIGNER

**Follows**

COT 0017

**Commercial Discount Corporation****Commercial Financing**105 WEST ADAMS STREET  
TELEPHONE 263-5800**Chicago**  
60603

June 23, 1967

Mr. Donald B. Anderson  
c/o Cotter Corporation  
P. O. Box 1000  
Roswell, New Mexico 88201

Dear Mr. Anderson:

We enclose herewith for your files (1) photocopy of your Guaranty dated June 8, 1967 with Agreement attached re notices and demands; (2) copy of Residue Purchase Agreement; and (3) copy of Letter Agreement dated June 5, 1967 covering residues contained in drums at 9200 Latty Avenue, Hazelwood, Missouri.

It is our understanding that although the June 5, 1967 Letter Agreement is not identified in the Guaranty that it is also intended to be covered by the Guaranty.

It has been a pleasure for all of us at C.D.C. to work with you and Dave Marcott on the Agreement and the related projects. We all hope that the program will be as profitable for the parties as it is expected to be.

Sincerely,

COMMERCIAL DISCOUNT CORPORATION

Robert E. Stoneberg  
Vice President and General Counsel

RES/pjb  
Encl.

2975 WILSHIRE BLVD., LOS ANGELES, CALIF., DU 5-8311

WLA

0238

COT 0018

July 14, 1967

C2380-01540

Mr. Richard Champlin  
Assistant Vice President  
Commercial Discount Corporation  
105 W. Adams St.  
Chicago, Illinois 60603

Dear Mr. Champlin:

This is with reference to a sample of leached barium sulfate residue which Mr. Lewis brought back from your organization's St. Louis stockpile some time ago. I understand you wish to know whether the uranium (radioactivity) can be economically removed from this material so that the cleaned up barium sulfate could find a market.

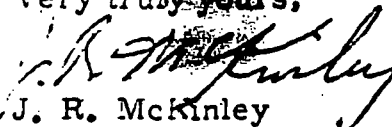
WOW!

I am sorry to advise you that the data arising from our efforts in this direction are not at all encouraging. The sample as received analyzes 0.123%  $U_3O_8$ . After treating a portion of the sample with hot hydrochloric acid for 2 hours, followed by copious washing, the barium sulfate product, nevertheless, contains 0.073%  $U_3O_8$ . When this hydrochloric acid treated material was then subjected to 3 hours of hot leaching with a solution containing approximately 9% sodium carbonate and 4½% sodium bicarbonate, the barium sulfate product still retained 0.072%  $U_3O_8$ . In our opinion, this amount of  $U_3O_8$  would render the material unsuitable for most barium sulfate end uses.

We believe that to produce a good clean marketable barium sulfate from this material, it would first be necessary to dissolve all the material in a solution of calcium chloride and then re-crystallize out a purified barium sulfate. Even then, there is some possibility that some uranium might contaminate the barium sulfate. However, this is the only route we have to suggest. Since calcium chloride is relatively inexpensive, the economics of this route might be favorable. However we would need to acquire data to prove this.

Should you wish us to undertake any further work on your leached barium sulfate, please let us know and we will be glad to submit a proposal for your consideration.

Very truly yours,

  
J. R. McKinley  
Assistant Manager, Chemical Division

JRMc:vsc

MLA

1292

MINERAL INDUSTRY RESEARCH

COT0019



July 14, 1967

Mr. Richard Champlin  
Assistant Vice President  
Commercial Discount Corporation  
105 W. Adams St.  
Chicago, Illinois 60603

Dear Mr. Champlin:


This is with reference to a sample of leached barium sulfate residue which Mr. Lewis brought back from your organization's St. Louis stockpile some time ago. I understand you wish to know whether the uranium (radioactivity) can be economically removed from this material so that the cleaned up barium sulfate could find a market.

I am sorry to advise you that the data arising from our efforts in this direction are not at all encouraging. The sample as received analyzes 0.123%  $U_3O_8$ . After treating a portion of the sample with hot hydrochloric acid for 2 hours, followed by copious washing, the barium sulfate product, nevertheless, contains 0.073%  $U_3O_8$ . When this hydrochloric acid treated material was then subjected to 3 hours of hot leaching with a solution containing approximately 9% sodium carbonate and 4½% sodium bicarbonate, the barium sulfate product still retained 0.072%  $U_3O_8$ . In our opinion, this amount of  $U_3O_8$  would render the material unsuitable for most barium sulfate end uses.

We believe that to produce a good clean marketable barium sulfate from this material, it would first be necessary to dissolve all the material in a solution of calcium chloride and then re-crystallize out a purified barium sulfate. Even then, there is some possibility that some uranium might contaminate the barium sulfate. However, this is the only route we have to suggest. Since calcium chloride is relatively inexpensive, the economics of this route might be favorable. However, we would need to acquire data to prove this.

Should you wish us to undertake any further work on your leached barium sulfate, please let us know and we will be glad to submit a proposal for your consideration.

Very truly yours,

  
J. R. McKinley

Assistant Manager, Chemical Division

JRMc:vsc

MINERAL & CHEMICAL DIVISION

MIL0026479

COT 0020

April 17, 1968

Mr. David Marcott,  
Executive Vice President  
Cotter Corporation  
P.O. Box 751, 410 Mason St.  
Cannon City, Colorado

Dear Dave:


We are enclosing an executed copy of the Amendment to Residue Purchase Agreement.

A copy of this amendment is also being sent to Roswell, New Mexico.

Thank you for your cooperation.

Very truly yours,

COMMERCIAL DISCOUNT CORPORATION

  
J. A. Kruger

JAM:vfk

✓cc: Mr. Donald B. Anderson, President  
Cotter Corporation

Mr. Robert O. Anderson  
Cotter Corporation

MLA

0232

COT 0021

AMENDMENT  
TO  
RESIDUE PURCHASE AGREEMENT

That certain Residue Purchase Agreement dated as of June 9, 1967 between Commercial Discount Corporation ("Seller") and Cotter Corporation (N.S.L.) ("Buyer") is hereby amended by adding the following paragraphs to said Agreement:

"18. Seller agrees that commencing March 6, 1968 Seller shall dry residue as described herein prior to delivery to the rail carrier by processing the residue through the drying equipment located on the Seller's owned and rented premises at 9200 Latty Avenue, Hazelwood, Missouri as of January 24, 1968 plus all supplementary equipment acquired by Seller in accordance with paragraph 19 hereof. Buyer hereby further agrees that Seller does not in any way warrant or guaranty<sup>u</sup> the moisture content of any shipped residue, however Seller hereby agrees to use its best efforts to obtain a moisture content in shipped residue not in excess of that which would normally result from drying residue of the type described herein utilizing the equipment described herein and processing said residue at an equipment utilization rate of approximately 560 tons per day, said 560 ton utilization rate being set forth solely as a standard of measure for drying purposes and not as a quantity requirement for processing.

19. Seller hereby further agrees that it will supplement the drying equipment located on its premises at 9200 Latty Avenue, Hazelwood, Missouri as of January 24, 1968 by purchasing a pan

MLA

0080

conveyer, a bulldozer and a small tractor-loader all as described in Exhibit "A" attached hereto and made a part hereof. In addition, Seller hereby agrees that it will purchase such other equipment and/or modifications of existing equipment as Seller deems necessary to put the drying facility into operation, provided, however, that Seller shall not purchase additional equipment which will result in expenditures in excess of \$10,000.00 after giving effect to reasonable estimates of the resale value of such other equipment and/or modifications at the termination of this Agreement.

20. Buyer hereby agrees that with respect to deliveries of residue made on and after March 6, 1968 Buyer shall pay to Seller, in addition to all other amounts set forth in this Agreement, an "additional payment" equal to <sup>25¢</sup> ~~25¢~~ per pound of U<sub>3</sub>O<sub>8</sub>, payment and calculation of said additional payment to be made to Seller in accordance with subparagraphs (a) and (b) of paragraph 6 of this Agreement provided, however, that "additional payments" herein provided for shall not be included as payments in determining whether 90% of settlement lot value has been paid by Buyer.

21. Seller hereby agrees to sell and Buyer hereby agrees to purchase all of the equipment described in Exhibit "A" attached hereto and made a part hereof, <sup>(hereinafter called the "equipment")</sup> for a purchase price of \$232,000.00 F.O.B. 9200 Latty Avenue, Hazelwood, Missouri.

22. Seller hereby agrees that it shall apply towards the purchase price of the equipment as set forth in paragraph 21 hereof an amount equal to the amount of additional payments described in paragraph 20 hereof received by Seller to the extent thereof. In the event said additional payments as

MLA  
0081

described in paragraph 20 hereof shall exceed the sum of \$232,000.00, Seller shall return said excess amounts over \$232,000.00 to Buyer. In the event said additional amounts as described in paragraph 20 hereof shall be less than \$232,000.00, Buyer hereby agrees to pay the balance of the aforesaid purchase price at the time it accepts delivery of the equipment. Buyer hereby agrees to accept delivery of the equipment at 9200 Latty Avenue, Hazelwood, Missouri within 10 days after receiving written notice from the Seller that Seller is ready to deliver the equipment which notice shall be given within 60 days after the Seller has made the last shipment of residues referred to in the Agreement." ?

Paragraphs 18 through 27 of the Agreement as hereby amended shall become effective when this Amendment is executed by both parties in the spaces provided below.

*Insert (A)*

Agreed to and accepted <sup>as of</sup> this \_\_\_\_\_  
day of \_\_\_\_\_, 1968.

COMMERCIAL DISCOUNT CORPORATION  
(Seller)

By \_\_\_\_\_

Agreed to and accepted <sup>as of</sup> this \_\_\_\_\_  
day of \_\_\_\_\_, 1968.

COTTER CORPORATION (N.S.L.)  
(Buyer)

By \_\_\_\_\_

MLA 0082

EXHIBIT "A"

- 1 Barber-Greene Model 838 Rotary Drive S/N 838X106 with 75 HP TEFC Motor
- 1 Barber-Greene 24" x 55' conveyor lattice steel frame with 7½ HP Motor drive through a speed reducer
- 1 Barber-Greene 24" x 63' portable conveyor steel channel and angle driven by a 7½ HP motor through a speed reducer.
- 1 Hauck Model 1275-BX combination burner - spec. no. T1748 with size 317 Clarage Blower s/n 2659-AB driven by 60 HP N.A. Motor S/N 3398051001 and Fisher Gas Regulator S/N 4437127
- 1 Barber-Greene Model 858 dust dry collector S/N 858X106
- 1 Barber-Greene Model CN70 dust wet collector S/N CN70X189
- 1 LeTourneau Westinghouse Model D Turnapull S/N S-92622-DM6-E
- 1 LeTourneau Westinghouse Model D Turnapull S/N S-92599-DM6-D
- 1 Spray pump and (2) supply tanks for Silicon spray with 1/3 HP Motor #L6697
- 1 Pan conveyer 24" x 8' with drive and 7½ HP Motor
- 1 Bulldozer
- 1 Small Tractor-Loader

WLA  
0083

AMENDMENT  
TO  
RESIDUE PURCHASE AGREEMENT

That certain Residue Purchase Agreement dated as of June 9, 1967 between Commercial Discount Corporation ("Seller") and Cotter Corporation (N.S.L.) ("Buyer") is hereby amended by adding the following paragraphs to said Agreement:

"18. Seller agrees that commencing March 6, 1968 Seller shall dry residue as described herein prior to delivery to the rail carrier by processing the residue through the drying equipment located on the Seller's owned and rented premises at 9200 Latty Avenue, Hazelwood, Missouri as of January 24, 1968 plus all supplementary equipment acquired by Seller in accordance with paragraph 19 hereof. Buyer hereby further agrees that Seller does not in any way warrant or guarantee the moisture content of any shipped residue, however Seller hereby agrees to use its best efforts to obtain a moisture content in shipped residue not in excess of that which would normally result from drying residue of the type described herein utilizing the equipment described herein and processing said residue at an equipment utilization rate of approximately 560 tons per day, said 560 ton utilization rate being set forth solely as a standard of measure for drying purposes and not as a quantity requirement for processing.

19. Seller hereby further agrees that it will supplement the drying equipment located on its premises at 9200 Latty Avenue,

MLA  
0084

Hazelwood, Missouri as of January 24, 1968 by purchasing a pan conveyer, a bulldozer and a small tractor-loader all as described in Exhibit "A" attached hereto and made a part hereof. In addition, Seller hereby agrees that it will purchase such other equipment and/or modifications of existing equipment as Seller deems necessary to put the drying facility into operation, provided, however, that Seller shall not purchase additional equipment which will result in expenditures in excess of \$10,000.00 after giving effect to reasonable estimates of the resale value of such other equipment and/or modifications at the termination of this Agreement.

20. Buyer hereby agrees that with respect to deliveries of residue made on and after March 6, 1968 Buyer shall pay to Seller, in addition to all other amounts set forth in this Agreement, an "additional payment" equal to 25¢ per pound of  $U_3O_8$ , payment and calculation of said additional payment to be made to Seller in accordance with subparagraphs (a) and (b) of paragraph 6 of this Agreement provided, however, that "additional payments" herein provided for shall not be included as payments in determining whether 90% of settlement lot value has been paid by Buyer.

21. Seller hereby agrees to sell and Buyer hereby agrees to purchase all of the equipment described in Exhibit "A" attached hereto and made a part hereof, (hereinafter called the "equipment") for a purchase price of \$232,000.00 F.O.B. 9200 Latty Avenue, Hazelwood, Missouri.

*including any equipment of like kind and value which Seller may substitute for any equipment described in Exhibit A*

MLA

0085



22. Seller hereby agrees that it shall apply towards the purchase price of the equipment as set forth in paragraph 21 hereof an amount equal to the amount of additional payments described in paragraph 20 hereof received by Seller to the extent thereof. In the event said additional payments as described in paragraph 20 hereof shall exceed the sum of \$232,000.00, Seller shall return said excess amounts over \$232,000.00 to Buyer. In the event said additional amounts as described in paragraph 20 hereof shall be less than \$232,000.00, Buyer hereby agrees to pay the balance of the aforesaid purchase price at the time it accepts delivery of the equipment. Buyer hereby agrees to accept delivery of the equipment at 9200 Latty Avenue, Hazelwood, Missouri within 10 days after receiving written notice from the Seller that Seller is ready to deliver the equipment which notice shall be given within 60 days after the Seller has made the last shipment of residues referred to in the Agreement.

23. Seller has full power and authority to sell, transfer and deliver the equipment to Buyer and has no liabilities or claims against it, whether absolute, accrued, contingent or otherwise, which would create a lien against the equipment.

24. Seller shall execute and deliver to the Buyer such bills of sale or other instruments of title as may be required to vest good and marketable title to the equipment in Buyer, free and clear of all liens and encumbrances.

25. Seller shall pay or cause to be paid at its sole cost all sales taxes, use taxes or transfer taxes which may be imposed on the transfer of the equipment to Buyer. Seller shall pay or cause to be paid all personal property taxes assessed against the equipment for all years prior to the year in which the equipment is transferred to Buyer. The personal property taxes assessed against the equipment for the year in which the equipment is transferred to Buyer shall be prorated between Seller and Buyer as of the date when Buyer accepts delivery of the equipment,

*or is obligated to accept personal property taxes pursuant to paragraph 2 of this agreement*

26. Seller represents that on the date of this amendment the equipment now owned by Seller is in good operating condition free of any defects except such minor defects as will not substantially interfere with the continued use thereof for the purposes contemplated by this agreement, and that such equipment will be in such condition when Buyer accepts delivery thereof, ordinary wear and tear excepted. Seller makes the same representation with respect to any supplemental equipment acquired by Seller hereunder.

27. Until Buyer accepts delivery of the equipment, Seller shall assume all risks of loss due to theft, fire, explosion, flood or other casualty. If the equipment is lost or destroyed in its entirety, ~~Buyer shall have no obligation to make any further additional payments under paragraph 20 and Seller shall promptly return to Buyer all additional payments previously made by Buyer under paragraph 20.~~ If the equipment

*the same language paragraph (11) of the Agreement shall apply.*

is partially lost, damaged or destroyed, but can still be used in the manner and for the purposes contemplated by this agreement, the purchase price of the equipment shall be reduced by an amount equivalent to such partial loss, damage or destruction, and Buyer shall be entitled to a refund <sup>or a credit against any sum owing by Buyer to Seller</sup> ~~by Seller~~ of any additional payments made by Buyer under paragraph 20 in excess of the reduced purchase price. The loss or destruction of the equipment or damage suffered thereto shall not relieve Seller of its obligation to dry the residue in the manner provided in paragraph 18."

Paragraphs 18 through 27 of the Agreement as hereby amended shall become effective when this Amendment is executed by both parties in the spaces provided below.

Agreed to and accepted as of this \_\_\_\_\_  
day of \_\_\_\_\_, 1968.

COMMERCIAL DISCOUNT CORPORATION  
(Seller)

By \_\_\_\_\_

Agreed to and accepted as of this \_\_\_\_\_  
day of \_\_\_\_\_, 1968.

COTTER CORPORATION (N.S.L.)  
(Buyer)

By \_\_\_\_\_

WLA 0088

EXHIBIT "A"

- 1 Barber-Greene Model 838 Rotary Drive S/N 838X106 with 75 HP TEFC Motor
- 1 Barber-Greene 24" x 55' conveyor lattice steel frame with 7½ HP Motor drive through a speed reducer
- 1 Barber-Greene 24" x 63' portable conveyor steel channel and angle driven by a 7½ HP motor through a speed reducer
- 1 Hauck Model 1275-BX combination burner - spec. no. T1748 with size 317 Clarage Blower s/n 2659-AB driven by 60 HP N.A. Motor S/N 3398051001 and Fisher Gas Regulator S/N 4437127
- 1 Barber-Greene Model 858 dust dry collector S/N 858X106
- 1 Barber-Greene Model CN70 dust wet collector S/N CN70X189
- 1 LeTourneau Westinghouse Model D Turnapull S/N S-92622-DM6-E
- 1 LeTourneau Westinghouse Model D Turnapull S/N S-92599-DM6-D
- 1 Spray pump and (2) supply tanks for Silicon spray with 1/3 HP Motor #L6697
- 1 Pan conveyer 24" x 8' with drive and 7½ HP Motor
- 1 Bulldozer
- 1 Small Tractor-Loader

MLA 0089

AMENDMENT  
TO  
RESIDUE PURCHASE AGREEMENT

That certain Residue Purchase Agreement dated as of June 9, 1967 between Commercial Discount Corporation ("Seller") and Cotter Corporation (N.S.L.) ("Buyer") is hereby amended by adding the following paragraphs to said Agreement:

"18. Seller agrees that commencing March 6, 1968 Seller shall dry residue as described herein prior to delivery to the rail carrier by processing the residue through the drying equipment located on the Seller's owned and rented premises at 9200 Latty Avenue, Hazelwood, Missouri as of January 24, 1968 plus all supplementary equipment acquired by Seller in accordance with paragraph 19 hereof. Buyer hereby further agrees that Seller does not in any way warrant or guarantee the moisture content of any shipped residue, however Seller hereby agrees to use its best efforts to obtain a moisture content in shipped residue not in excess of that which would normally result from drying residue of the type described herein utilizing the equipment described herein and processing said residue at an equipment utilization rate of approximately 560 tons per day, said 560 ton utilization rate being set forth solely as a standard of measure for drying purposes and not as a quantity requirement for processing.

19. Seller hereby further agrees that it will supplement the drying equipment located on its premises at 9200 Latty Avenue,

MLA  
0090

Hazelwood, Missouri as of January 24, 1968 by purchasing a pan conveyer, a bulldozer and a small tractor-loader all as described in Exhibit "A" attached hereto and made a part hereof. In addition, Seller hereby agrees that it will purchase such other equipment and/or modifications of existing equipment as Seller deems necessary to put the drying facility into operation, provided, however, that Seller shall not purchase additional equipment which will result in expenditures in excess of \$10,000.00 after giving effect to reasonable estimates of the resale value of such other equipment and/or modifications at the termination of this Agreement.

20. Buyer hereby agrees that with respect to deliveries of residue made on and after March 6, 1968 Buyer shall pay to Seller, in addition to all other amounts set forth in this Agreement, an "additional payment" equal to 25¢ per pound of  $U_3O_8$ , payment and calculation of said additional payment to be made to Seller in accordance with subparagraphs (a) and (b) of paragraph 6 of this Agreement provided, however, that "additional payments" herein provided for shall not be included as payments in determining whether 90% of settlement lot value has been paid by Buyer.

21. Seller hereby agrees to sell and Buyer hereby agrees to purchase all of the equipment described in Exhibit "A" attached hereto and made a part hereof including any equipment of like kind and value which Seller may substitute for any equipment described in Exhibit "A" (hereinafter called the "equipment") for a purchase

price of \$232,000.00 F.O.B. 9200 Latty Avenue, Hazelwood, Missouri.

22. Seller hereby agrees that it shall apply towards the purchase price of the equipment as set forth in paragraph 21 hereof an amount equal to the amount of additional payments described in paragraph 20 hereof received by Seller to the extent thereof. In the event said additional payments as described in paragraph 20 hereof shall exceed the sum of \$232,000.00, Seller shall return said excess amounts over \$232,000.00 to Buyer. In the event said additional amounts as described in paragraph 20 hereof shall be less than \$232,000.00, Buyer hereby agrees to pay the balance of the aforesaid purchase price at the time it accepts delivery of the equipment. Buyer hereby agrees to accept delivery of the equipment at 9200 Latty Avenue, Hazelwood, Missouri within 10 days after receiving written notice from the Seller that Seller is ready to deliver the equipment which notice shall be given within 60 days after the Seller has made the last shipment of residues referred to in the Agreement.

23. Seller has full power and authority to sell, transfer and deliver the equipment to Buyer and has no liabilities or claims against it, whether absolute, accrued, contingent or otherwise, which would create a lien against the equipment.

24. Seller shall execute and deliver to the Buyer such bills of sale or other instruments of title as may be required to vest good and marketable title to the equipment in Buyer, free and clear of all liens and encumbrances.

MLA  
0092

25. Seller shall pay or cause to be paid at its sole cost all sales taxes, use taxes or transfer taxes which may be imposed on the transfer of the equipment to Buyer. Seller shall pay or cause to be paid all personal property taxes assessed against the equipment for all years prior to the year in which the equipment is transferred to Buyer. The personal property taxes assessed against the equipment for the year in which the equipment is transferred to Buyer shall be prorated between Seller and Buyer as of the date when Buyer accepts delivery of the equipment, or is obligated to accept delivery thereof, pursuant to paragraph 22 of this amendment to the Agreement.

26. Seller represents that on the date of this amendment the equipment now owned by Seller is in good operating condition free of any defects except such minor defects as will not substantially interfere with the continued use thereof for the purposes contemplated by this agreement, and that such equipment will be in such condition when Buyer accepts delivery thereof, ordinary wear and tear excepted. Seller makes the same representation with respect to any supplemental equipment acquired by Seller hereunder.

27. Until Buyer accepts delivery of the equipment, or is obligated to accept delivery thereof, pursuant to paragraph 22 of this amendment to the Agreement, Seller shall assume all risks of loss due to theft, fire, explosion, flood or other casualty. If the equipment is lost or destroyed in its entirety



the force majeure paragraph (11) of the Agreement shall apply. If the equipment is partially lost, damaged or destroyed, but can still be used in the manner and for the purposes contemplated by this agreement, the purchase price of the equipment shall be reduced by an amount equivalent to such partial loss, damage or destruction, and Buyer shall be entitled to a refund or a credit against any sums owing by Buyer to Seller in an amount equal to any additional payments made by Buyer under paragraph 20 in excess of the reduced purchase price. The loss or destruction of the equipment or damage suffered thereto shall not relieve Seller of its obligation to dry the residue in the manner provided in paragraph 18."

Paragraphs 18 through 27 of the Agreement as hereby amended shall become effective when this Amendment is executed by both parties in the spaces provided below.

Agreed to and accepted as of this

\_\_\_\_\_ day of \_\_\_\_\_, 1968.

COMMERCIAL DISCOUNT CORPORATION  
(Seller)

By \_\_\_\_\_

Agreed to and accepted as of this

\_\_\_\_\_ day of \_\_\_\_\_, 1968.

COTTER CORPORATION (N.S.L.)  
(Buyer)

By \_\_\_\_\_

EXHIBIT "A"

- 1 Barber-Greene Model 838 Rotary Drive S/N 838X106 with 75 HP TEFC Motor
- 1 Barber-Greene 24" x 55' conveyor lattice steel frame with 7½ HP Motor drive through a speed reducer
- 1 Barber-Greene 24" x 63' portable conveyor steel channel and angle driven by a 7½ HP motor through a speed reducer
- 1 Hauck Model 1275-BX combination burner - spec. no. T1748 with size 317 Clarage Blower s/n 2659-AB driven by 60 HP N.A. Motor S/N 3398051001 and Fisher Gas Regulator S/N 4437127
- 1 Barber-Greene Model 858 dust dry collector S/N 858X106
- 1 Barber-Greene Model CN70 dust wet collector S/N CN70X189
- 1 LeTourneau Westinghouse Model D Turnapull S/N S-92622-DM6-E
- 1 LeTourneau Westinghouse Model D Turnapull S/N S-92599-DM6-D
- 1 Spray pump and (2) supply tanks for Silicon spray with 1/3 HP Motor #L6697
- 1 Pan conveyer 24" x 8' with drive and 7½ HP Motor
- 1 Bulldozer
- 1 Small Tractor-Loader

WLA

0095

Partly executed  
3-25-68

AMENDMENT  
TO  
RESIDUE PURCHASE AGREEMENT

That certain Residue Purchase Agreement dated as of June 9, 1967 between Commercial Discount Corporation ("Seller") and Cotter Corporation (N.S.L.) ("Buyer") is hereby amended by adding the following paragraphs to said Agreement:

"18. Seller agrees that commencing March 6, 1968 Seller shall dry residue as described herein prior to delivery to the rail carrier by processing the residue through the drying equipment located on the Seller's owned and rented premises at 9200 Latty Avenue, Hazelwood, Missouri as of January 24, 1968 plus all supplementary equipment acquired by Seller in accordance with paragraph 19 hereof. Buyer hereby further agrees that Seller does not in any way warrant or guarantee the moisture content of any shipped residue, however Seller hereby agrees to use its best efforts to obtain a moisture content in shipped residue not in excess of that which would normally result from drying residue of the type described herein utilizing the equipment described herein and processing said residue at an equipment utilization rate of approximately 560 tons per day, said 560 ton utilization rate being set forth solely as a standard of measure for drying purposes and not as a quantity requirement for processing.

19. Seller hereby further agrees that it will supplement the drying equipment located on its premises at 9200 Latty Avenue,

MLA  
-1297

Hazelwood, Missouri as of January 24, 1968 by purchasing a pan conveyer, a bulldozer and a small tractor-loader all as described in Exhibit "A" attached hereto and made a part hereof. In addition, Seller hereby agrees that it will purchase such other equipment and/or modifications of existing equipment as Seller deems necessary to put the drying facility into operation, provided, however, that Seller shall not purchase additional equipment which will result in expenditures in excess of \$10,000.00 after giving effect to reasonable estimates of the resale value of such other equipment and/or modifications at the termination of this Agreement.

20. Buyer hereby agrees that with respect to deliveries of residue made on and after March 6, 1968 Buyer shall pay to Seller, in addition to all other amounts set forth in this Agreement, an "additional payment" equal to 25¢ per pound of  $U_3O_8$ , payment and calculation of said additional payment to be made to Seller in accordance with subparagraphs (a) and (b) of paragraph 6 of this Agreement provided, however, that "additional payments" herein provided for shall not be included as payments in determining whether 90% of settlement lot value has been paid by Buyer.

21. Seller hereby agrees to sell and Buyer hereby agrees to purchase all of the equipment described in Exhibit "A" attached hereto and made a part hereof including any equipment of like kind and value which Seller may substitute for any equipment described in Exhibit "A" (hereinafter called the "equipment") for a purchase

price of \$232,000.00 F.O.B. 9200 Latty Avenue, Hazelwood, Missouri.

22. Seller hereby agrees that it shall apply towards the purchase price of the equipment as set forth in paragraph 21 hereof an amount equal to the amount of additional payments described in paragraph 20 hereof received by Seller to the extent thereof. In the event said additional payments as described in paragraph 20 hereof shall exceed the sum of \$232,000.00, Seller shall return said excess amounts over \$232,000.00 to Buyer. In the event said additional amounts as described in paragraph 20 hereof shall be less than \$232,000.00, Buyer hereby agrees to pay the balance of the aforesaid purchase price at the time it accepts delivery of the equipment. Buyer hereby agrees to accept delivery of the equipment at 9200 Latty Avenue, Hazelwood, Missouri within 10 days after receiving written notice from the Seller that Seller is ready to deliver the equipment which notice shall be given within 60 days after the Seller has made the last shipment of residues referred to in the Agreement.

23. Seller has full power and authority to sell, transfer and deliver the equipment to Buyer and has no liabilities or claims against it, whether absolute, accrued, contingent or otherwise, which would create a lien against the equipment.

24. Seller shall execute and deliver to the Buyer such bills of sale or other instruments of title as may be required to vest good and marketable title to the equipment in Buyer, free and clear of all liens and encumbrances.

25. Seller shall pay or cause to be paid at its sole cost all sales taxes, use taxes or transfer taxes which may be imposed on the transfer of the equipment to Buyer. Seller shall pay or cause to be paid all personal property taxes assessed against the equipment for all years prior to the year in which the equipment is transferred to Buyer. The personal property taxes assessed against the equipment for the year in which the equipment is transferred to Buyer shall be prorated between Seller and Buyer as of the date when Buyer accepts delivery of the equipment, or is obligated to accept delivery thereof, pursuant to paragraph 22 of this amendment to the Agreement.

26. Seller represents that on the date of this amendment the equipment now owned by Seller is in good operating condition free of any defects except such minor defects as will not substantially interfere with the continued use thereof for the purposes contemplated by this agreement, and that such equipment will be in such condition when Buyer accepts delivery thereof, ordinary wear and tear excepted. Seller makes the same representation with respect to any supplemental equipment acquired by Seller hereunder.

27. Until Buyer accepts delivery of the equipment, or is obligated to accept delivery thereof, pursuant to paragraph 22 of this amendment to the Agreement, Seller shall assume all risks of loss due to theft, fire, explosion, flood or other casualty. If the equipment is lost or destroyed in its entirety

the force majeure paragraph (11) of the Agreement shall apply. If the equipment is partially lost, damaged or destroyed, but can still be used in the manner and for the purposes contemplated by this agreement, the purchase price of the equipment shall be reduced by an amount equivalent to such partial loss, damage or destruction, and Buyer shall be entitled to a refund or a credit against any sums owing by Buyer to Seller in an amount equal to any additional payments made by Buyer under paragraph 20 in excess of the reduced purchase price. The loss or destruction of the equipment or damage suffered thereto shall not relieve Seller of its obligation to dry the residue in the manner provided in paragraph 18."

Paragraphs 18 through 27 of the Agreement as hereby amended shall become effective when this Amendment is executed by both parties in the spaces provided below.

Agreed to and accepted as of this

\_\_\_\_ day of \_\_\_\_\_, 1968.

COMMERCIAL DISCOUNT CORPORATION  
(Seller)

By \_\_\_\_\_

Agreed to and accepted as of this

25<sup>th</sup> day of March, 1968.

COTTER CORPORATION (N.S.L.)  
(Buyer)

By David P. Maratt

EXHIBIT "A"

- 1 Barber-Greene Model 838 Rotary Drive S/N 838X106 with 75 HP TEFC Motor
- 1 Barber-Greene 24" x 55' conveyor lattice steel frame with 7½ HP Motor drive through a speed reducer
- 1 Barber-Greene 24" x 63' portable conveyor steel channel and angle driven by a 7½ HP motor through a speed reducer
- 1 Hauck Model 1275-BX combination burner - spec. no. T1748 with size 317 Clarage Blower s/n 2659-AB driven by 60 HP N.A. Motor S/N 3398051001 and Fisher Gas Regulator S/N 4437127
- 1 Barber-Greene Model 858 dust dry collector S/N 858X106
- 1 Barber-Greene Model CN70 dust wet collector S/N CN70X189
- 1 LeTourneau Westinghouse Model D Turnapull S/N S-92622-DM6-E
- 1 LeTourneau Westinghouse Model D Turnapull S/N S-92599-DM6-D
- 1 Spray pump and (2) supply tanks for Silicon spray with 1/3 HP Motor #L6697
- 1 Pan conveyer 24" x 8' with drive and 7½ HP Motor
- 1 Bulldozer
- 1 Small Tractor-Loader



To: Dave Marcott  
From: Clyde Osborn

January 29, 1968  
Page 1 of 6

Subject: Raffinate Drying Project near St. Louis, Missouri

This is to confirm our conversations and observations while making an examination of the Raffinate Drying Project being carried on by Arrow Construction Company for the Commercial Discount Corporation at Hazelwood near St. Louis, Mo.

We spent a few hours there with Pat Geary, Superintendent of the operations, on January 24, 1968. It was a cold, overcast day but it would have been a good day to have the equipment in operation.

Approximately 90% of the plant is operable, needing some modification and an additional piece of equipment.

It was our opinion; yours, Pat Geary's, and mine, that the modification should be made and the equipment be purchased and installed. The modification is to be as follows: Excavate a pit in the floor of the building to permit the present feed conveyor to be extended down below the floor level far enough to permit the installation of a steel pan - conveyor slightly below floor level on which the carry - all can dump it's load and then convey the raffinate onto the inclined belt conveyor feeder.

The belt conveyor will require an extension 20' long.

The pan conveyor can be installed in either of two directions; (1) parallel and in line with the belt conveyor; (2) perpendicular to the long axis of the belt-conveyor. The latter may prove to be preferable.

The pit is to be lined with concrete. Volume of concrete, reinforced 6" thickness of walls and floors, will be 8 cu. yds. @ \$120.00/cu. yard, estimated cost of \$960.00.

6% increase in labor 5/1

COT0023

MLA

0062

Approach pads of 8" reinforced concrete will require 7 cu. yds. at an estimated cost of \$75.00/cu. yd, \$525.00.

A 20' extension of the conveyor, including the belt will cost \$1,200.00.

The 24" x 8' long pan conveyor with drive and 7 1/2 HP motor,

estimated cost:	Used Pan Conveyor	\$1,850.00
	Chutes and skirt boards	350.00
	Labor to install pan conveyor	400.00
	Misc., lumber, etc.	200.00
	TOTAL	<u>\$2,800.00</u>

Another item that will require repair and modification is the fuel burner and the combustion chamber. Mr. Geary estimated the cost for repairing the lining in the combustion chamber at \$500.00. The fuel burner requires more control and safety devices which Geary estimated a cost of \$4,000.00. However, he feels that this cost can be reduced appreciably if use is made of some of the controls and safety devices from the burners no longer needed for exterior heating of the drum shell, perhaps the cost could be reduced as much as \$1,500.00

At the railroad siding, a working platform is required for the man working in that area leveling the load and spraying the binder on the material after it is loaded. This can be built of lumber at an estimated cost of \$700.00.

The above modifications and additions will make it possible to operate continually at a rate of 100 TPH, or more, drying to 15% moisture.

Mr. Geary says that he can operate temporarily with the present burner but the combustion chamber must be repaired.

WLA  
0063

In addition to the above modification and additions to the dryer unit, a 3/4 cu. yd. front end loader is needed. All other items needed for operating the project appear to be on hand and ready to go. There is an adequate change room for the workmen. Protective clothing, radiation-exposure checking system, lockers, showers, etc., are all in readiness.

After making the modifications recommended above, it should be possible to move and dry the wet raffinate at an average rate of 120 tons/ hour. Some days, when conditions are bad, wet and rainy for instance, the rate may drop as low as 80 tons/hour. On good days, it may go as high as 150 tons/hour and by picking and chosing, more good days than bad days could be worked. Taking the average at 120/tons/hour wet feed, drying to 15% moisture, and assuming an effective 5 1/2 hours of operating time, it will be possible to load out 8 railroad cars of 70 tons each or 560 tons of 15% moisture raffinate per day. This is an average of 475 tons per day on a dry basis. The raffinate containing 15% moisture is dust free and is easily unloaded at the mill in Canon City.

Estimate of operating cost:

Labor, based on experience of early work here - 6 men, a clerk and supervision, daily payroll \$306.00 per day

plus 15% payroll burden	46.00
TOTAL PAYROLL	\$350.00

Fuel, supplies, maintenance, materials, etc. - In the absence of more specific data, it is assumed that all other costs

will be equal to the labor	\$350.00 per day
TOTAL OPERATING COST	\$700.00

Average daily production on dry

basis	475 tons/dry
-------	--------------

Operating cost	\$1.48/ton
----------------	------------

Capital costs are not available but based on re-sale of equipment, when work is complete, Mr. Marcott

estimated the capital cost at

## TOTAL ESTIMATED COST:

Operating	\$1.48/ton
Capital	1.00
TOTAL	<u>\$2.48/ton</u>

## Estimated freight cost:

If shipped wet, total weight is	115,000 tons	35% moist
If dried to 15% moisture, the total shipping weight is	<u>88,200 tons</u>	15% moist
Moisture removed	26,800 tons	
Cost of shipping 26,800 tons @		
\$10.70 per ton	<u>\$286,760.00</u>	

Based on 75,000 tons dry weight of raffinate, this is a saving of \$3.82 per ton for drying, a net saving of \$1.34 per ton.

Should the raffinate not be dried at Hazelwood, there would still be an appreciable cost for loading the wet raffinate. It would be necessary to excavate and move the material to the rail siding much as is being done in moving the material to the dryer. An additional piece of equipment, probably a large front end loader, would be required to load into the rail cars.

Summary and Conclusions

To make the dryer operable, we estimate the cost as follows:

1. Install a pan conveyor and extend the tail of the conveyor.

Excavation	\$ 100.00
Remove present concrete pad	100.00
Reinforced concrete	1,485.00
Extend conveyor 20'	1,200.00
Install pan conveyor labor	400.00
Chutes, skirt board, etc.	550.00

\$3835.00

WLA  
0065

A used pan conveyor is available	
at Grand Junction for	\$1850.00
2. Repair combustion chamber	500.00
3. Modify fuel burners and add	
safety features. Estimated -	4000.00
Less cost by using items of	
equipment, diaphragms, valves,	
etc. presently installed on	
exterior heating burners	1500.00
Net estimated cost	\$2500.00
Operating platform at rail siding	700.00
TOTAL	<u>\$9385.00</u>

A small front end loader, approx. 3/4 cu. yd. capacity is needed also.

At least 90% of the plant has been installed and ready to operate.

If the additional expenditure required to complete the plant is not made, the expenditures made on the plant to date will be a loss.

It will require approx. 150 work days to excavate, dry and ship the raffinate. This is approx. 30 weeks.

A net saving of approx. \$100,000.00 can be realized from freight charges.

The estimate of capital costs amounting to \$75,000 were adjusted to reflect the additional estimated costs to be incurred by completing the project.

Since the entire raffinate receiving and milling program was designed and constructed at Canon City to handle a "dry" product and since it is a simple matter to complete the drying plant at St. Louis, Commercial Discount should proceed to carry this out immediately.

WLA  
0066

Commercial Discount has the obligation to deliver the raffinate to the rail unloading facility at Canon City and will benefit from the saving in freight while Cotter Corp. stands to suffer some unusual costs in handling the residues at the plant if it is shipped wet.

Therefore, I recommend that the drying plant be completed as described above and put into operation as quickly as possible.

Clyde Osborn  
Chief Metallurgical Engineer

MLA 0067

40277 v. 1008

March 29, 1968

TO: David P. Marcott  
FROM: Clyde Osborn  
SUBJECT: Operations at Hazelwood, Missouri.

I talked to Pat Geary yesterday afternoon. Apparently all is well. He has found a way to keep the pan conveyor and tail pulley clear of material carried back by the pans. Therefore, he will not have to resort to the use of water. I mentioned your thoughts on the problem but he says he can keep the pit fairly well cleaned with 2 or 3 hours of labor per day.

Up until close of work on March 27, he had shipped 14 cars averaging 135,000 # per car at 10% moisture. Yesterday, March 28, the railroad spotted 2 cars. Geary says he is "screaming" about it and hopes to get some action on the part of the railroad.

The AEC Inspectors spent a few hours with Pat on March 27th and gave him a clean bill of health. He says they were very complimentary and are very happy to see the material being shipped out of the area.

Clyde Osborn

WLA

0068

CDT0024

March 29, 1968

TO: David P. Marcott

FROM: Clyde Osborn

SUBJECT: Operations at Hazelwood, Missouri.

I talked to Pat Geary yesterday afternoon. Apparently all is well. He has found a way to keep the pan conveyor and tail pulley clear of material carried back by the pans. Therefore, he will not have to resort to the use of water. I mentioned your thoughts on the problem but he says he can keep the pit fairly well cleaned with 2 or 3 hours of labor per day.

Up until close of work on March 27, he had shipped 14 cars averaging 135,000 # per car at 10% moisture. Yesterday, March 28, the railroad spotted 2 cars. Geary says he is "screaming" about it and hopes to get some action on the part of the railroad.

The AEC Inspectors spent a few hours with Pat on March 27th and gave him a clean bill of health. He says they were very complimentary and are very happy to see the material being shipped out of the area.

Clyde Osborn

MLA 1303

COT0025



March 25, 1968

TO: David P. Marcott

FROM: → Clyde Osborn

SUBJECT: Raffinate Drying Project at Hazelwood, Missouri.

I talked to Pat Geary this afternoon. He called in to say that he was shipping 7 cars of dried Colorado Raffinate averaging about 50 tons each. The dryer is working okay, as is the pan feeder, conveyor, etc. - but the one problem is material sticking to the pans on the feeder and dropping off into the pit.

He reports that the pit filled with carry back material while filling 7 railroad cars. This, in turn, meant a shut down to clean out the pit, which in turn is costly in labor and lost time (?). He says he has to pull the pan feeder out in order to clean the pit.

He wanted some suggestions. All I could think of was the use of water jets, from time to time, making a slurry that could be pumped out of the (sump) or pit into a slurry pond. He estimates that 2% of the raffinate is dropping off the pans into the pit. I asked him to check on the material being carried around on the pans for rocks, sticks, etc. that might plug the pump or cause excessive wear - so that we could select the proper pump for the job.

I asked about how the material was "handling", and if there was much "foreign" material on it.

He says the material is handling fairly well considering the recent snow storms.

Regarding "foreign" material, he says there is considerable quantity of broken concrete in it. Perhaps from the material used to make up the original dikes around the storage areas.

March 26, 1968

I talked with Pat again this morning. He says it will be noon before he gets started again, but expects to load out 4 cars today. The railroad spotted only 4 cars so he is wondering if he has to hold them until he gets the fifth one loaded. Is there any chance of getting this 5-car shipment reduced to 3 cars? Pat asks the question saying that the weather could interfere at times and it would give him more flexibility. He said something about demurrage too.

I sent him some information about a DECO SRL Vertical sand pump and wrote him a memo with some suggestions. I thought of trying to make use of the vertical sand pump from the Silver Plume Plant but it has a very short shaft (3' 2") and is too big; 2" pump with 10 HP motor.

Western States don't have anything available in this line.

MLA  
0069

COT 0026

May 7, 1969

The last 14 cars shipped from Hazelwood prior to Mr. Osborn's visit and report of January 1968 contained an average moisture content of 32.23%. This gives a net dry ton freight cost of \$15.86. Part of the cars contained Colorado Raffinate and the remainder contained Congo Raffinate. Total to-date shipments of these products have averaged 21.41% moisture. This gives an average freight cost of \$13.05/dry ton. Since the time of Mr. Osborn's report, no shipment has approached the high moisture content of the preceding period.

Mr. D. B. Polley of Oak Ridge will find and send me a copy of the original AEC offering of the 'Airport' raffinates. This will not be available in time for the Chicago meeting.

Mr. Pat Geary of Arrow Construction Company says that the CDC tonnage estimate is based on the Stolwyk, McDaniel, Ferrenback survey. This was done in June, 1966 before the material was moved to its present location. No estimate was made after the transfer. No accurate weights were kept when the raffinates were trucked from Brown Road to Latty Avenue. Random loads were weighed and this could be the basis for a tonnage estimate if bulk densities and moistures were checked. It is very doubtful if this was done.

*Harren*

MLA  
0070

CDT 0027

May 6, 1969

On June 19, 1968, Clyde Osborn and I spent a couple of hours at the Hazelwood plant. It seemed to be working fairly well. We suggested that some type of spiked roller be mounted on the feed belt to reduce the size of the dryer feed.

A trip was made to St. Louis Sept. 10 with the return Sept. 13. This was made primarily to sample the Weldon Springs tailings ponds. While there, Mr. Geary wanted to know what barrelled materials we wanted and how the rest, together with the leached Barium Sulfate, could be disposed of without having to pay the freight cost to Canon City. At that time, samples were taken from twenty barrels. These, we concluded, pretty well covered the different varieties of barrelled materials. A call was made to Mr. Lenhard, head of the Health-Physics department of the AEC at Oak Ridge concerning disposal of the Leached Barium Sulfate in the quarry burial site at Weldon Springs. Mr. Lenhard wasn't too receptive to this proposal, however, he recommended that I write to the Manager of Oak Ridge Operations about this request. (Copy enclosed). Meanwhile, assaying had been completed on the samples from the barrels. Mr. Geary was called Sept. 20 and informed which ones we wanted. Mr. Thornton of the Safety and Health Dept. at Oak Ridge called October 10 requesting more information about the Barium Sulfate and seemed to think favorably of the deal. I then called Pat Geary to find out why no barrels had been shipped. Mr. Geary said that Mr. Mauger of CDC was holding up the deal and requested that I call Mr. Mauger. This was done. Mr. Mauger informed me that they would sample the drums and decide which ones would be shipped. He suggested that things were not on the level and intimated that we probably had an ulterior motive for even trying to obtain the barrelled residue. He stated that he would take care of disposing of the Barium Sulfate. I told him that I would forward to him any correspondence received by me from the AEC concerning this material.

It was the custom, when flying to St. Louis, to call Mr. Geary and have him make hotel reservations, arrange for a rental car, etc. During the September trip, when it was time to turn in the car, Mr. Geary said that he would like to keep the car an extra day for CDC business and would ~~return~~ it in on his own expense account.

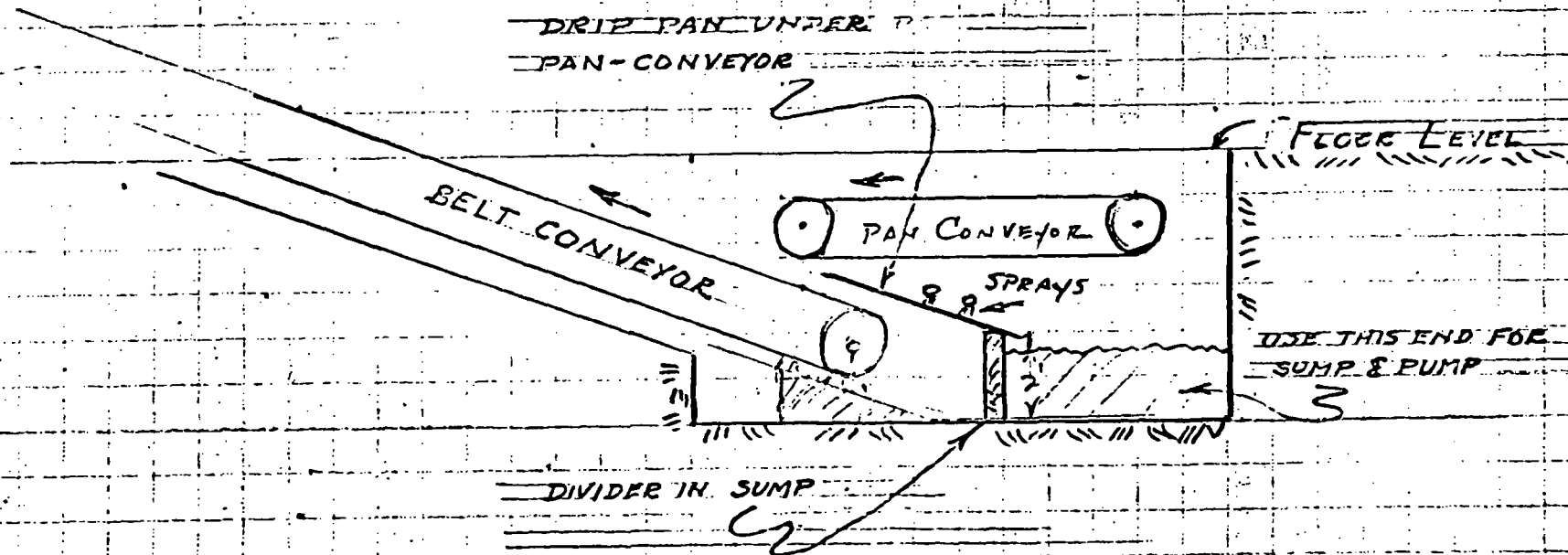
MLA  
0071

COTTER CORP.

C.E.O.

RAFFINATE PROJECT

3/26/68



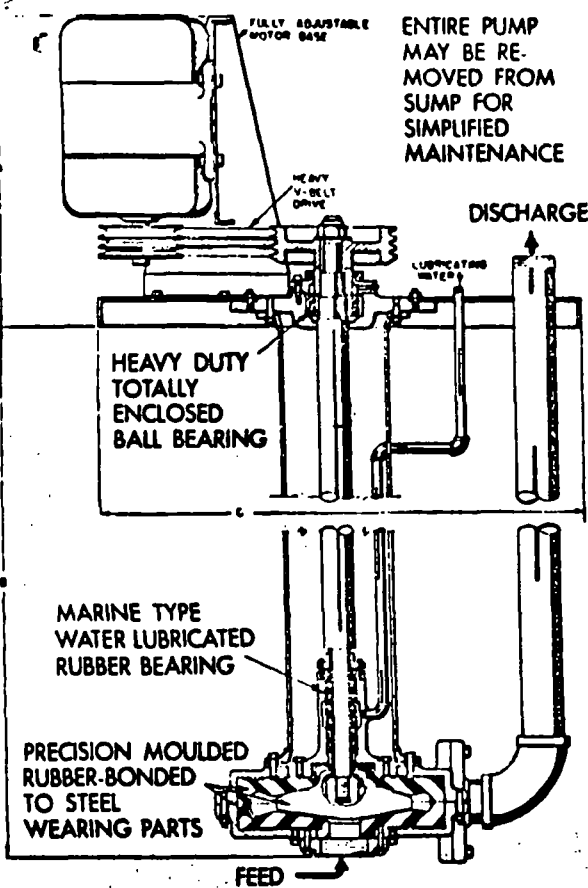
3/26/68

Pat,

I offer this as a suggestion.

It may work out and save digging  
a separate sump. Olsde

COT0028



# APPROXIMATE DIMENSIONS

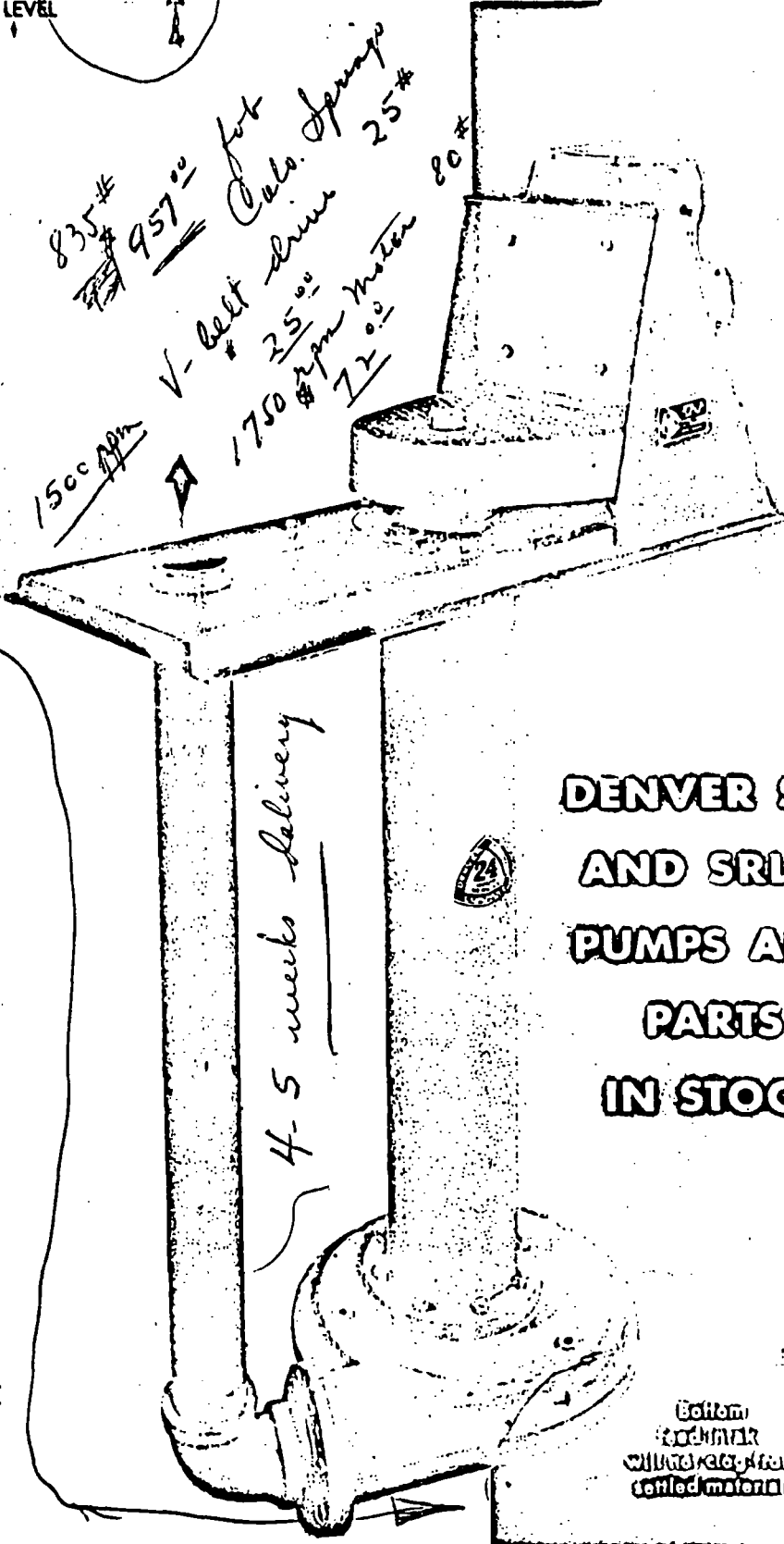
	1 1/2 x 1 1/4	2 1/2 x 2	3 x 3	5 x 5	6 x 6
A	21"	21"	24 3/4"	26 1/4"	26 1/4"
B	4'-3 1/2"	4'-3 1/2"	4'-6"	5'-0"	5'-0"
B	6'-3 1/2"	6'-3 1/2"	6'-6"	7'-0"	7'-0"
B	11'-3 1/2"	11'-3 1/2"	11'-6"	12'-0"	12'-0"
C	3'-4"	3'-4"	3'-6"	5'-0"	6'-0"
Width	17"	17"	22"	30"	30"

\*Available in 12" increments to maximum shaft length.

See Standard Catalog

Maximum Shaft Length Obtainable with Auxiliary Bearing

Maximum Shaft Length Obtainable with Auxiliary Bearing



*will not allow*

**MOLDED RUBBER IMPELLER**  
Is pressure molded to close tolerances over metal skeleton which gives necessary rigidity and provide precision not possible with metal parts. Metal impellers also available.

**RUBBER Bonded - to - Steel CASING LINERS** last from 6 to 50 times longer than the best hard iron or steel parts ... result is fewer shutdowns, lower maintenance. Casing is bonded to steel backing plate eliminating danger of blistering and which is bolted into machined casing halves to prevent liner collapse found in some other rubber lined pumps.

**ANTI-FRICTION BALL BEARINGS** are of double row deep groove type located well above sump level. Lower bearing is standard marine type water-lubricated rubber bearing. Efficiency of pump and proper application of power has reduced power requirements as much as 50% over competitive units.

**DENVER SRL  
AND SRL-V  
PUMPS AND  
PARTS  
IN STOCK**

MLA 0073

Bottom  
Endmember  
Welded to frame  
sealed material

# DENVER SRL-V PUMP CAPACITIES

These capacities are based on water. Multiply listed horsepower ratings by specific gravity of pulp to obtain actual brake horsepower.

1 1/2"  
X  
1 1/4"  
2 1/2"  
X  
2"  
3"  
X  
3"  
5"  
X  
5"  
6"  
X  
6"

GALLONS PER MIN.		20' HEAD		30' HEAD		40' HEAD		50' HEAD		60' HEAD	
U.S.	IMP.	RPM	HP	RPM	HP	RPM	HP	RPM	HP	RPM	HP
20	16.6	1000	.26	1160	.38	1300	.51	1440	.63	1550	.76
40	33.3	1055	.45	1225	.65	1375	.84	1500	1.0	1620	1.2
60	50.0	1150	.68	1320	1.0	1460	1.2	1575	1.5	1680	1.8
80	66.7	1235	1.0	1430	1.5	1560	1.9	1680	2.4	1775	2.7
40	33.3	790	.52	940	.78	1075	1.1	1225	1.3	1330	1.6
80	66.7	830	.85	990	1.3	1135	1.7	1265	2.1	1375	2.5
120	100.0	900	1.2	1050	1.8	1200	2.3	1330	2.8	1440	3.3
160	133.4	1000	2.1	1175	2.8	1300	3.5	1410	4.0	1525	4.7
80	66.7	740	.95	855	1.5	1065	2.15	1200	2.6	1320	3.5
120	100.0	750	1.2	865	2.0	1080	2.60	1210	3.4	1340	4.0
160	133.4	790	1.65	880	2.5	1115	3.05	1225	4.0	1370	4.7
200	167.0	845	2.0	1000	3.0	1160	3.55	1249	4.9	1410	5.7
240	200.0	900	2.35	1026	3.6	1215	4.15	1270	5.5	1460	6.5
200	167.0	600	1.0	700	3.6	820	3.4	910	6.3	1000	6.5
300	250.0	620	1.5	720	4.3	830	4.6	930	7.3	1015	8.0
400	334.0	640	2.2	745	5.1	850	5.5	950	8.4	1030	10.0
500	417.0	660	3.0	780	6.2	880	6.9	970	10.2	1045	11.7
600	500.0	700	4.2	805	7.6	910	8.5	995	12.2	1070	13.5
600	500.0	600	4.5	707	7.1	800	8.5	871	11.8	955	14.3
800	667.0	644	5.8	740	8.7	825	10.5	903	14.8	990	17.8
1000	834.0	700	7.0	790	11.0	880	13.2	950	18.0	1035	21.0
1200	1000.0	750	8.5	824	13.0	935	16.9	1000	21.4	1065	25.0
1400	1166.0	800	10.0	900	15.4	985	20.0	1050	25.2	1125	30.0

PUMPS REQUIRE LESS HORSEPOWER BECAUSE OF HIGHER EFFICIENCY

ALA 0074

March 26, 1968

Mr. Pat Geary  
9200 Latty Avenue ✓  
Hazelwood, Missouri 63042

Dear Pat:

Referring to our telephone conversation earlier today, I am enclosing a pamphlet describing the Denver Equipment Company (DECO) SRL-V sump pump.

Weight and prices are shown on the pamphlet. Also approximate dimensions. In the meantime, we are trying to locate a reconditioned used pump because delivery on a new one is four weeks.

I calculate, from what you have told me, that the amount of material carried back may be as much as one ton per hour. If you were to mix this with water to make a slurry of 25% solids, it would be necessary to pump approximately 900 gallons per hour. This is 15 gpm. The pump described will pump 30 gpm at a 50 ft. head.

I feel that it may not be necessary to have a continuous wash on the tail end of the pan conveyor. If it is cleaned every trip around, it may carry more raffinate into the pit than if it was allowed to build up and drop off. Then occasionally, as necessary, use a jet of water to make a slurry of the material and wash it into the pump sump.

Would it be possible to divide the pit under the pan feeder so that part of it could be used as a sump? (See enclosed sketch).

I trust that this will be of some assistance to you in making a decision about what to do.

Warmest regards.

Very truly yours,

COTTER CORPORATION

—→ Clyde Osborn  
Chief Metallurgical Engineer

CO:njs  
Enclosure  
cc: David P. Marcott  
correspondence  
numerical file

MLA 0075

Dryer and Dust Collector	\$50,000.00
Scrubber	19,055.00
Electrical	6,500.00
Foundations	350.00
Gas Service	5,618.00
* Car Unloader	4,018.00
* Burner Controls	4,000.00
Burners	7,500.00
* Dozer	5,600.00
* Small tractor with Front End Unloader	4,000.00
Two Turnapul Machines	69,010.00
Sludge pump	510.00
	<hr/>
	\$176,161.00

\* Items in process of purchasing

MLA  
0076



October 1, 1968

Mr. S. R. Sapirie  
Manager of Oak Ridge Operations  
U. S. Atomic Energy Commission  
Post Office Box E  
Oak Ridge, Tennessee 37830

Dear Mr. Sapirie:

As you probably know, we are presently drying the 'Airport Raffinates' at our drying plant in Hazelwood, Missouri and shipping them to our mill here at Canon City. Among these residues is approximately 2500 tons of spent Barium Sulfate with values too low to warrant milling. Since disposal here would involve drying and shipping quite a distance, we would like permission to dispose of this material at the AEC 'Quarry' burial site at Weldon Springs.

Very truly yours,

COTTER CORPORATION

Warren E. Goff  
Mining Engineer

WEG:nr

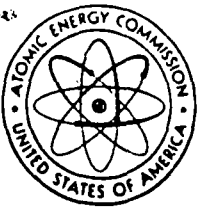
cc: correspondence  
numerical file

WLA

0077

723E

COT 0029



UNITED STATES  
ATOMIC ENERGY COMMISSION

OAK RIDGE OPERATIONS  
P.O. BOX E  
OAK RIDGE, TENNESSEE 37830

RECEIVED JAN 21 '69

AREA CODE 615  
TELEPHONE 483-8611

JAN 16 1969

Mr. Warren E. Goff  
Mining Engineer  
Cotter Corporation  
Post Office Box 751  
Canon City, Colorado 81212

SPENT BARIUM SULFATE RESIDUE DISPOSAL

Dear Mr. Goff:

Reference is made to your letter dated October 1, 1968, requesting permission to dispose of approximately 2,500 tons of spent Barium Sulfate at our Quarry Site near Weldon Spring, Missouri.

Justification, sufficient to grant the permission requested, does not appear adequate at this time. Currently, the AEC has no operations at Weldon Spring and would be uninterested, therefore, in adding to our limited existing surveillance responsibility at the site. Should the Cotter Corporation continue to have an interest in the pit stored raffinates at the Weldon Spring Plant Site, as you have previously indicated, we would be happy to reconsider and evaluate any mutually beneficial proposal you might wish to offer.

If we can be of further assistance in this or other matters do not hesitate to call on us.

Sincerely,

S. R. Sapirie  
Manager  
Oak Ridge Operations

OSH:WTT

cc: R. C. Armstrong  
C. A. Keller  
C. W. Hill  
J. A. Lenhard

MLA 0078

COT 0030

# AIRPORT RAFFINATES

5-6-69

## DRY TONS

		CONGO RAFF	COLO RAFFINATE	'C' SLAG	UNLEACHED BARIUM SULFATE
	EXHIBIT A (CDC)	36985	12905	3535	750
	COTTER	43680	16800	6001.9	1003.35
	SCHOOL OF MINES	54000	17000	5000	1200
*	SCHOOL OF MINES <small>SAME REPORT DIFFERENT PAGE</small>		* 22000		
	Comparison of wet yardage				
	EXHIBIT A (CDC)	59769	19718	3957	538
	* These figures are from a map and set of cross-sections in the Latty Avenue office of CDC made by Stalvey, McDaniel Terreback, Inc - St Louis. MO engineers, planners & Surveyors This was measured when the material was located at Brown Rd on airport land	50209	21292	3707	2951
	There is a possibility that these people were misinformed on the leached and unleached $\text{BaSO}_4$ - they show only 1457 yd <sup>3</sup> of leached $\text{BaSO}_4$				

MLA 0079

COT 0031

LAW OFFICES

DAWSON, NAGEL, SHERMAN & HOWARD

1900 FIRST NATIONAL BANK BUILDING

DENVER, COLORADO 80202

266-3401 AREA CODE 303

July 25, 1969

Fritz A. Nagel  
COUNSEL

JAMES H. PERSHING (1863-1948)  
ROBERT G. BOSWORTH (1888-1954)  
LEWIS A. DICK (1889-1954)  
CABLE ADDRESS  
DAWNAG

CLYDE C. DAWSON  
SAMUEL S. SHERMAN, JR.  
WINSTON S. HOWARD  
MICHAEL REIDY  
ROBERT M. JOHNSON  
ARTHUR K. UNDERWOOD, JR.  
HOVER T. LENTZ  
JOHN W. LOW  
WILLIAM F. VOELKER  
THOMAS B. FAXON  
HUGH A. BURNS  
RAYMOND J. TURNER  
BRUCE L. EVANS  
GARTH C. GRISSOM

WILLIAM P. FARTHING  
WILLIAM P. CANTWELL  
MICHAEL D. GROSHEK  
WILLIAM F. SCHOEBERLEIN  
FRANCIS P. KING  
MICHAEL A. WILLIAMS  
ARTHUR J. SEIFERT  
JAMES B. DALEY  
LARRY M. BAKER  
CHARLES EDWARD PALMER  
JAMES E. HAUTZINGER  
DON H. SHERWOOD  
CHARLES R. FREDERICKSON

W. DAVID PANTLE  
JAMES L. CUNNINGHAM  
GARY L. GREER  
JAMES C. OLDHAM  
MICHAEL L. CHEROUTES  
DOUGLAS M. CAIN  
GEORGE A. SISSEL  
SCOTT W. JOHNSON  
DUANE F. WURZER

DAVID R. JOHNSON  
JOHN C. MITCHELL III  
CONSTANCE L. HAUVER  
THOMAS M. VAN CLEAVE III  
EDWARD LEE DALE  
MICHAEL A. SABIAN  
BRIAN PENDLETON  
CHARLES A. BUSS

A. Edgar Benton, Esq.  
Holme, Roberts & Owen  
1700 Broadway  
Denver, Colorado 80202

Dear Mr. Benton:

Commercial Discount Corporation -  
Cotter Corporation

Our client, Commercial Discount Corporation, has conferred with us with respect to their rights under the provisions of the residue purchase agreement dated June 9, 1967 between Commercial Discount Corporation, as seller, and Cotter Corporation, as buyer, as amended by a written agreement signed by our client on March 29, 1968 and Cotter on March 25, 1968. It is our understanding that you are the attorney for Cotter Corporation and this letter is addressed to you for that reason.

We have expressed the opinion to Commercial Discount that in view of Cotter's repeated failures to comply with the obligations imposed upon it under the terms of the purchase agreement as amended, Commercial Discount must conclude that the contract must be considered terminated and all proper steps should be taken by Commercial Discount to recover all amounts now owed to it by Cotter, and in addition thereto reasonable damages for the demonstrated inability of Cotter to carry out the buyer's obligations under the agreement.

MLA  
0182

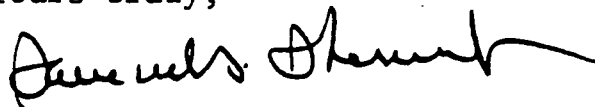
COT 0032

A. Edgar Benton, Esq.  
July 25, 1969  
Page 2

Accordingly, we have prepared a Demand for Arbitration in accordance with the provisions of the contract, in which we ask the Board of Arbitration to determine that the agreement, by reason of Cotter's defaults, is, in fact, terminated and repudiated and to award all amounts owing to our client and establish, in addition thereto, the amount of the damages to which Commercial Discount is entitled. A copy of the Demand for Arbitration is enclosed for your information.

If you conclude after consulting with your client that some useful purpose may be served by a meeting of representatives of our respective clients, please so advise me. On the other hand, if you feel discussions would not be fruitful, then I would propose to file the Demand within ten days from the date of this letter.

Yours truly,



SSS-BBR

Enc.

CC-Mr. Robert E. Stoneberg  
Vice President and Counsel  
Commercial Discount Corporation  
105 West Adams Street  
Chicago, Illinois 60603

MLA 0183

Site:	Westlake UDF
ID#:	MoD 079900939
Break:	_____
Other:	_____

AGREEMENT

THIS AGREEMENT is made and entered into as of the 7th day of August, 1969, by and between COMMERCIAL DISCOUNT CORPORATION, a Delaware corporation, herein called "Seller," and COTTER CORPORATION (N.S.L.), a New Mexico corporation, herein called "Buyer."

A. RECITALS.

1. On June 9, 1967, Seller owned in excess of 54,000 dry tons of mineral residue located at 9200 Latty Avenue, Hazelwood, Missouri (the "Missouri site").

2. Buyer is now, and on June 9, 1967 was the owner and operator of a mineral processing plant near Canon City, Colorado, herein referred to as the "Plant."

3. Under date of June 5, 1967 Buyer and Seller entered into a Drummed Residue Purchase Agreement which provided for the processing of the mineral residue by Buyer and certain payments to Seller for the  $U_3O_8$  contained therein. Under date of June 9, 1967 Seller and Buyer entered into a Residue Purchase Agreement which provided for the processing of other mineral residue by Buyer and certain payments to Seller for the  $U_3O_8$  contained therein. The Drummed Residue Purchase Agreement and the Residue Purchase Agreement as amended by letter dated August 21, 1967 and by an agreement approved by Buyer March 25, 1968 and approved by Seller March 29, 1968, and as it may otherwise have been amended, are hereinafter collectively referred to as the "Residue Purchase Agreement."

4. A portion of the mineral residues were shipped to the Plant and are stockpiled at the Plant, such portion of the mineral residues being referred to herein as the "Colorado Residues."

*and adjoining leased land described in the lease hereinafter referred to in paragraph B. 13 (a).*

MLA  
0326

COT 0033

*all Colorado and Congo Raffinate containing less than 2/10 of 1% of  $U_3O_8$ ; all the Drummed Residue, all the leached Barium Sulfate, all the Barium Sulfate, and all the C-Slag.*

5. A portion of the mineral residues remain on the Missouri site. The Colorado Raffinate and the Congo Raffinate remaining on the Missouri site which contain at least 2/10 of 1% of  $U_3O_8$  are hereinafter referred to as the "Missouri Residues." The other material remaining on the Missouri site, referred to herein as the "Clean-up Material," includes ~~the Drummed Residue Material and all Colorado and Congo Raffinate containing less than 2/10 of 1% of  $U_3O_8$ ; it may also include Barium Sulfate Material and C-Slag Material.~~

6. Seller and Buyer have determined that it is in their mutual interests to terminate the Residue Purchase Agreement and cause it to be superseded by this Agreement, pursuant to which, among other things, Seller will sell the Missouri Residues, the Clean-up Material and certain equipment described in Exhibit B (the "Equipment") to Buyer; Buyer will transport the Missouri Residues to the Plant, taking such steps, including drying, as Buyer deems necessary or appropriate prior to shipment; Buyer will pay Seller for the  $U_3O_8$  contained in the Colorado Residues and the Missouri Residues; and following the clean-up operation at the Missouri site, Buyer will restore the surface of that portion of the Missouri site upon which the ore residue materials were stockpiled, disposing of the Clean-up Material as Buyer sees fit.

#### B. AGREEMENT.

In consideration of the premises and the mutual covenants herein provided to be kept and performed and the faithful performance thereof, Seller and Buyer agree as follows:

1. Agreement of Purchase and Sale. Subject to the terms and conditions of this Agreement, Sellers shall sell to Buyer and Buyer shall purchase the Missouri Residues and the Clean-up Material and complete payment for the Colorado Residues and the Equipment as hereinafter set forth.

2. Purchase Price. (a) The aggregate purchase price (the "purchase price") to be paid by Buyer to Seller for the Missouri Residues, the balance due on the Colorado Residues (title to the Colorado Residues has heretofore vested in Buyer under the Residue Purchase Agreement and certain acts performed thereunder), the Clean-up Material and the balance due on the Equipment shall consist of the following:

(i) Missouri Residues. An amount equal to the number of pounds of  $U_3O_8$  contained in the Missouri Residues, as hereinafter determined, times \$2.70, which amount is hereinafter called the Missouri Residue purchase price.

(ii) Colorado Residues. The sum of ~~\$526,764.63,~~ <sup>\$596,766.04,</sup> which sum is hereinafter called the Colorado Residue purchase price.

(iii) Equipment. The sum of \$192,076.26, which sum is hereinafter called the Equipment purchase price.

(b) Buyer shall not pay Seller cash for the Clean-up Material but will perform the clean-up operation and restore the surface of the Missouri site upon which the ore residue materials were stockpiled.

(c) The number of pounds of  $U_3O_8$  contained in the Missouri Residues will not be determined until such material has been transported to the Plant, and weighed, sampled and assayed, as provided hereunder. The final calculation of the Missouri Residue purchase price shall be made in accordance with paragraph 5 hereof.

3. Payment of Purchase Price. (a) On or before August 20, 1969, and on or before the 20th day of each month thereafter until the purchase price is paid, Buyer shall pay a minimum of \$50,000 to Seller (except for the final payment which may be less than \$50,000), with Buyer having the right to make monthly payments in excess of \$50,000.

MLA  
0328



(b) The monthly payments to be made hereunder shall be applied to the reduction of the purchase price in the following order:

First, to the Missouri Residue purchase price to the extent of \$300,000, and subject to the final accounting provided for hereunder;

Second, to the Equipment purchase price;  
and

Third, to the Colorado Residue purchase price.

4. Interest. (a) In addition to the purchase price, Buyer shall pay interest to Seller on the Colorado Residue purchase price at the rate of 10% per year commencing December 1, 1968. Such interest shall be payable in cash as follows:

November 1, 1969	\$24,874.99	\$ 28,180.61
February 1, 1970	24,874.99	\$ 28,180.61
May 1, 1970	24,874.99	\$ 28,180.63

(b) ~~When the interest provided for hereunder is paid on May 1, 1970,~~ Interest at the rate of 10% per year shall accrue *after Ma 19* on the declining balance of the Colorado Residue purchase price, as such price is reduced each month thereafter by the monthly payments to be made hereunder. All accrued interest shall be paid by or credited to Buyer in accordance with paragraph 5 hereof.

5. Final Accounting. Promptly upon the arrival at the Plant of the final lot of Missouri Residues, such material shall be weighed, sampled and assayed as provided hereunder. Thereupon, a final computation shall be made of the Missouri Residue purchase price. ~~If the Missouri Residue purchase price is less than \$300,000, all interest accrued under paragraph 4(b) after May 1, 1970 shall be credited to Buyer and shall be deducted from the purchase price. If the Missouri Residue purchase price is in excess of \$300,000, Seller shall be entitled to receive only the~~

*It is intended that monthly payments under paragraph 3 above be applied first to fully pay the Missouri Residue purchase price as finally determined. On such determination, interest accruing after May 1, 1970 will be recalculated on the basis that payments have been first applied to the final Missouri Residue purchase price second to the Equipment purchase price and third to the Colorado Residue purchase price.*

MLA  
0329

~~accrued interest on the amount in excess of \$300,000. Any excess accrued interest shall be credited to Buyer and shall be deducted from the purchase price.~~

6. Closing Date. The closing shall take place at the offices of Holme Roberts & Owen, 1700 Broadway, Denver, Colorado, at 10:00 A. M., local time, on \_\_\_\_\_, or on such earlier or later date or at such other place as shall be fixed by mutual written agreement of the parties hereto, such time being referred to in this Agreement as the "Closing Date."

7. Instruments of Transfer. On the Closing Date, Seller shall convey, assign, transfer and deliver to Buyer and Buyer shall accept and acquire the Missouri Residues, the Clean-up Material and the Equipment. The instrument or instruments of conveyance, assignment and transfer shall contain full warranties of title by Seller and shall be in a form satisfactory to Buyer's counsel.

8. Conditions to Seller Closing. The obligations of Seller under this Agreement are subject in the discretion of Seller to the satisfaction at or prior to the Closing Date of the following conditions:

(a) All representations and warranties of Buyer contained in this Agreement shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

(b) At the Closing Date no suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(c)  
(d) Seller shall have received an opinion dated the Closing Date of Holme Roberts & Owen, counsel for Buyer, to

On the Closing Date a written guarantee by Robert O. Anderson and Donald B. Anderson, guaranteeing the Buyer's obligations hereunder, shall be delivered to the Seller.

MLA  
0330

the effect that this Agreement has been duly authorized, executed and delivered by Buyer; and, subject to due execution by Seller, constitutes a valid and binding agreement of Buyer in accordance with its terms.

9. Conditions to Buyer Closing. The obligations of Buyer under this Agreement are subject in the discretion of Buyer to the satisfaction at or prior to the Closing Date of the following conditions:

(a) All representations and warranties of Seller contained in this Agreement shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

(b) At the Closing Date no suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(c) Buyer shall have received an opinion dated the Closing Date of Dawson, Nagel, Sherman & Howard, counsel for Seller, to the effect that this Agreement has been duly authorized, executed and delivered by Seller, and, subject to due execution by Buyer, constitutes a valid and binding agreement of Seller in accordance with its terms.

(d) From and after the date of this Agreement and prior to the Closing Date, there shall not have been any adverse change in the Missouri Residues, Clean-up Material or Equipment or in Seller's interest therein.

10. Titles. (a) Seller shall have good and marketable title to the Missouri Residues and Clean-up Material free and clear of all royalty, overriding royalty, production payments, mortgages, liens, encumbrances, claims or demands of any nature, Seller shall also have good and marketable title to the Equipment free and clear of

*Prior to October 1, 1971 or the date fixed by any notice of termination given by the lessor or the termination of the lease referred to in paragraph B. 13(a), whichever date occurs earlier, the Missouri Residue shall be loaded by Buyer into railroad cars which are in condition sufficient to prevent loss of the material in transit.*

all mortgages, liens, encumbrances, claims or demands of any nature. If Buyer, prior to the Closing Date, shall take exception to the title of Seller to the Missouri Residues, the Clean-up Material or the Equipment, and the defects or encumbrance to which Buyer has taken exception materially affect the value of the Missouri Residues or the Clean-up Material as a whole or the Equipment as a whole, as the case may be, this Agreement may be terminated by Buyer by notice to Seller.

(b) Seller agrees to indemnify Buyer and hold it harmless from all suits, actions, damages, costs (including, but not limited to, attorneys' fees, liabilities, losses, claims and demands arising from or related to claims of third parties against the Missouri Residues, the Clean-up Material or the Equipment, or to taxes, license fees or charges thereon) attributable to the period prior to the Closing Date.

11. Shipping the Missouri Residues. The Missouri Residue shall be loaded by Buyer into railroad cars which are in condition sufficient to prevent loss of the material in transit. In the event any of the material is lost in transit, Seller shall have no claims or rights against Buyer for such loss except to the extent of the amount of payment as provided herein would be reduced by delivery at Canon City of less of the material because of such loss in transit. Buyer shall pay all costs and charges incurred in connection with the shipping and delivery of the Missouri Residue and shall pay all demurrage and all costs and charges incurred in unloading the Missouri Residues at the point of delivery in Canon City, Colorado, and in transporting the material to the Plant.

Buyer will unload and transport the Missouri Residues in a workman like manner using methods designed to prevent unnecessary waste of the material. Buyer agrees to furnish Seller with copies of all railroad bills of lading and further agrees to designate with respect to the material covered thereby whether the same contains Colorado and/or Congo Raffinate referred to in paragraph A.5 above as Missouri Residues, insofar as such determination reasonably can be made at the time of loading by inspection of the color and/or texture of the material being shipped.

MLA

0332

12. Determination of Dry Weight and  $U_3O_8$  Content. (a)

The net weight of each truck load of Missouri Residues unloaded from the railway cars in Canon City shall be determined by weighing each truck, loaded and empty, on scales to be provided by Buyer at the Plant. A receipt for each such delivery shall be furnished to Seller showing the net ton weight of the Missouri Residues. Representative samples of each truck load shall be taken at the time of weighing or as soon thereafter as possible, and the moisture content determined in Buyer's laboratory by methods generally employed in the industry, thereby establishing the dry weight of each truck load. A receipt showing the dry weight of each load shall be furnished to Seller as soon as practicable after the dry weight has been established.

(b) The Missouri Residues shall be accumulated by Buyer into lots of not less than 150 tons each and not more than 250 tons each sampled and assayed as herein provided, except that the final lot may be smaller or larger than such limits. Buyer shall sample the Missouri Residues by methods presently employed by it in accordance with contractual requirements imposed upon Buyer by the Atomic Energy Commission. A representative portion of each sample of each lot of Missouri Residues will be divided into four pulps and distributed as follows: Seller or his representative will receive one pulp; Buyer will retain one pulp; the remaining two pulps will be reserved by Buyer for possible umpire analysis. Buyer shall make, or cause to be made, an assay of Buyer's pulp for  $U_3O_8$  content. Seller may assay his pulp, but if he fails to make an assay, the assay of Buyer shall be accepted as final. If both parties make assays, the results of Buyer's assay and Seller's assay of the respective sample pulps shall be exchanged by crossing certified mail or other methods mutually agreed upon by the parties. Both parties hereto agree that such cross-mailing shall be made by

WLA

0333

and Buyer shall report the Missouri Residue purchase price of each such lot to Seller as soon as the  $U_3O_8$  content of each such lot has been determined.

each party by mailing assay reports on the tenth day of each month or the business day next following in the event the tenth day falls on a Saturday, Sunday or holiday. If the average percent deviation between the assays as to  $U_3O_8$  content is less than 4.00% then the average of the assays shall be final. If the average percent deviation between the assays as to  $U_3O_8$  content is greater than 4.00%, then one of the pulps of the sample held in reserve shall be submitted to any mutually acceptable laboratory for umpire assay. Any such umpire assay shall be final if within the limits of the assays of Buyer and Seller. If not, the assay which is nearer to that of the umpire assay shall prevail. The party whose assay is furthest from that of the umpire shall pay the cost of the umpire assay. In the event the umpire assay is equally distant from the assay of each party, the cost of the assay shall be split equally. The  $U_3O_8$  content thus determined shall, for all purposes, be the  $U_3O_8$  content of the lot of Missouri Residues to which such determination relates. Upon the completion of the sampling and assaying provided for hereunder, Buyer shall have no obligation <sup>after ten (10) days from the</sup> to retain segregation of the lots of Missouri Residues and may freely commingle the material with other ores and minerals.

13. Certain Agreements of Seller. (a) Seller shall keep the Lease covering 7.55 acres on Latty Avenue, Hazlewood, Missouri, dated February 22, 1967, between Norfolk and Western Railway Company and Seller in good standing and shall pay all rentals and other sums required under such Lease. Seller shall promptly give Buyer notice of any notification or communication from the Lessor under such Lease, particularly any notices of termination.

(b) Seller shall keep the leasehold interest created by the above described lease and the adjacent tract owned by Seller

WLA

0334

and complete all such work by October 1, 1971 or the date fixed by any notice of termination given by the lessor for the termination of the lease referred to in paragraph B. 13(a) whichever date occurs earlier.

free and clear of all encumbrances, liens, contracts and agreements during the term of this Agreement.

(c) Seller shall permit Buyer at all times during the term of this Agreement to have free and exclusive use of the Missouri site (including Seller's fee and leasehold land and all buildings and improvements situated thereon) for Buyer's use in stockpiling, drying, storing, loading and shipping all material and equipment sold hereby and for all other legal uses or purposes for which such property may be utilized.

(d) After the date hereof and prior to the Closing Date, Seller shall keep the Equipment and the buildings and improvements located on Seller's fee land at 9200 Latty Avenue, Hazelwood, Missouri, fully insured with a responsible insurance carrier or carriers and in amounts adequate to insure the replacement of such Equipment, buildings and improvements.

14. Certain Agreements of Buyer. Buyer shall restore the surface of that portion of the Missouri site upon which the ore residue materials were stockpiled in a manner sufficient to meet the requirements of the above described lease, the requirements of the Atomic Energy Commission and the State of Missouri,

15. Seller's Representative on Buyer's Premises. Buyer agrees to permit agent of Seller to enter Buyer's premises at any time during the term of this Agreement and be permitted to inspect and review all actions to be performed by Buyer hereunder and to inspect and copy during normal office hours such records as are required by Seller to verify Buyer's performance hereunder.

16. Assignment of Agreement. Buyer shall not transfer or assign its rights under the terms of this Agreement without the written consent of Seller, which consent will not be unreasonably withheld; provided, that if Buyer shall merge into or become

consolidated with another corporation, Seller's consent to assignment  
Buyer hereby agrees that from and after the Closing Date it will take all reasonably necessary precautions in the storage, handling and shipping of the Missouri Residue to prevent damage or injury to adjoining property owners, lessees or others, and that the Buyer will prevent the Missouri Residue from encroaching on the property adjoining the Missouri Site. Buyer agrees to indemnify Seller and hold it harmless from all suits, actions, damages, costs (including, but not limited to, attorneys' fees, liabilities, losses, claim and demands arising from or related to claims of third parties against the Seller or the Missouri Residue, the Clean-up Material or the Equipment or to taxes, license fees or charges thereon) attributable to the period subsequent to the Closing Date.

MLA  
0335

*Such writ. in guarantee shall su. 've  
any merger, consolidation, sale or other  
disposition of Buyer subsequent to the  
Closing Date.*

*and otherwise*

shall not be required if (a) the corporation surviving such merger or consolidation, assumes in writing the Buyer's obligations hereunder; and (b) the corporation surviving such merger or consolidation shall, in the judgment of Seller, be financially capable to perform Buyer's obligations under this Agreement.

17. Force Majeure. If at any time prior to May 1, 1970 Buyer is actively engaged in the drying and shipping of the Missouri Residues and is enjoined or prevented from the continuation of such drying and shipping by any person, corporation or governmental agency, the monthly payments to be made by Buyer hereunder shall be applied to the reduction of the Colorado Residue purchase price until such time as the injunction or prohibition is removed.

18. Guaranty. Buyer's obligations hereunder shall be guaranteed in writing by Robert O. Anderson and Donald B. Anderson. Upon the execution and delivery to Seller of such guaranty, all previous guaranties made by Robert O. Anderson and Donald B. Anderson in any way relating to the Residue Purchase Agreement shall be null and void, ~~provided, however, if Buyer is merged into or acquired by a corporation, which, in the judgment of Seller, is financially able to perform fully all of Buyer's obligations hereunder, Robert O. Anderson and Donald B. Anderson shall be released from all guaranty obligations hereunder.~~

19. Notices. All notices or instructions required to be given under the terms hereof shall be in writing and shall be validly and sufficiently made and given if mailed, postage prepaid, by certified mail, to Buyer at P. O. Box 1000, Roswell, New Mexico 88201, or to Seller at 105 West Adams, Chicago, Illinois 60603.

20. Construction of Agreement. This Agreement shall be deemed to be a contract under the laws of the State of Colorado and for all purposes shall be construed in accordance with such laws.



21. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

ATTEST:

\_\_\_\_\_  
Secretary

COMMERCIAL DISCOUNT CORPORATION

By \_\_\_\_\_  
President

SELLER

ATTEST:

\_\_\_\_\_  
Secretary

COTTER CORPORATION (N.S.L.)

By \_\_\_\_\_  
President

BUYER

MLA  
0337

27-50-24-5

AGREEMENT

THIS AGREEMENT is made and entered into as of the 7th day of August, 1969, by and between COMMERCIAL DISCOUNT CORPORATION, a Delaware corporation, herein called "Seller," and COTTER CORPORATION (N.S.L.), a New Mexico corporation, herein called "Buyer."

A. RECITALS.

1. On June 9, 1967, Seller owned in excess of 54,000 dry tons of mineral residue located at 9200 Latty Avenue, Hazelwood, Missouri (the "Missouri site").

2. Buyer is now, and on June 9, 1967 was the owner and operator of a mineral processing plant near Canon City, Colorado, herein referred to as the "Plant."

3. Under date of June 5, 1967 Buyer and Seller entered into a Drummed Residue Purchase Agreement which provided for the processing of the mineral residue by Buyer and certain payments to Seller for the  $U_3O_8$  contained therein. Under date of June 9, 1967 Seller and Buyer entered into a Residue Purchase Agreement which provided for the processing of other mineral residue by Buyer and certain payments to Seller for the  $U_3O_8$  contained therein. The Drummed Residue Purchase Agreement and the Residue Purchase Agreement as amended by letter dated August 21, 1967 and by an agreement approved by Buyer March 25, 1968 and approved by Seller March 29, 1968, and as it may otherwise have been amended, are hereinafter collectively referred to as the "Residue Purchase Agreement."

4. A portion of the mineral residues were shipped to the Plant and are stockpiled at the Plant, such portion of the mineral residues being referred to herein as the "Colorado Residues."

WLA

0338

5. A portion of the mineral residues remain on the Missouri site. The Colorado Raffinate and the Congo Raffinate remaining on the Missouri site which contain at least 2/10 of 1% of  $U_3O_8$  are hereinafter referred to as the "Missouri Residues." The other material remaining on the Missouri site, referred to herein as the "Clean-up Material," includes the Drummed Residue Material and all Colorado and Congo Raffinate containing less than 2/10 of 1% of  $U_3O_8$ ; it may also include Barium Sulfate Material and C-Slag Material.

6. Seller and Buyer have determined that it is in their mutual interests to terminate the Residue Purchase Agreement and cause it to be superseded by this Agreement, pursuant to which, among other things, Seller will sell the Missouri Residues, the Clean-up Material and certain equipment described in Exhibit B (the "Equipment") to Buyer; Buyer will transport the Missouri Residues to the Plant, taking such steps, including drying, as Buyer deems necessary or appropriate prior to shipment; Buyer will pay Seller for the  $U_3O_8$  contained in the Colorado Residues and the Missouri Residues; and following the clean-up operation at the Missouri site, Buyer will restore the surface of that portion of the Missouri site upon which the ore residue materials were stockpiled, disposing of the Clean-up Material as Buyer sees fit.

B. AGREEMENT.

In consideration of the premises and the mutual covenants herein provided to be kept and performed and the faithful performance thereof, Seller and Buyer agree as follows:

1. Agreement of Purchase and Sale. Subject to the terms and conditions of this Agreement, Sellers shall sell to Buyer and Buyer shall purchase the Missouri Residues and the Clean-up Material and complete payment for the Colorado Residues and the Equipment as hereinafter set forth.

MLA  
0339

2. Purchase Price. (a) The aggregate purchase price (the "purchase price") to be paid by Buyer to Seller for the Missouri Residues, the balance due on the Colorado Residues (title to the Colorado Residues has heretofore vested in Buyer under the Residue Purchase Agreement and certain acts performed thereunder), the Clean-up Material and the balance due on the Equipment shall consist of the following:

(i) Missouri Residues. An amount equal to the number of pounds of  $U_3O_8$  contained in the Missouri Residues, as hereinafter determined, times \$2.70, which amount is hereinafter called the Missouri Residue purchase price.

(ii) Colorado Residues. The sum of \$526,764.63, which sum is hereinafter called the Colorado Residue purchase price.

(iii) Equipment. The sum of \$192,076.26, which sum is hereinafter called the Equipment purchase price.

(b) Buyer shall not pay Seller cash for the Clean-up Material but will perform the clean-up operation and restore the surface of the Missouri site upon which the ore residue materials were stockpiled.

(c) The number of pounds of  $U_3O_8$  contained in the Missouri Residues will not be determined until such material has been transported to the Plant, and weighed, sampled and assayed, as provided hereunder. The final calculation of the Missouri Residue purchase price shall be made in accordance with paragraph 5 hereof.

3. Payment of Purchase Price. (a) On or before August 20, 1969, and on or before the 20th day of each month thereafter until the purchase price is paid, Buyer shall pay a minimum of \$50,000 to Seller (except for the final payment which may be less than \$50,000), with Buyer having the right to make monthly payments in excess of \$50,000.

WLA  
0340

(b) The monthly payments to be made hereunder shall be applied to the reduction of the purchase price in the following order:

First, to the Missouri Residue purchase price to the extent of \$300,000, and subject to the final accounting provided for hereunder;

Second, to the Equipment purchase price;  
and

Third, to the Colorado Residue purchase price.

4. Interest. (a) In addition to the purchase price, Buyer shall pay interest to Seller on the Colorado Residue purchase price at the rate of 10% per year commencing December 1, 1968. Such interest shall be payable in cash as follows:

November 1, 1969	\$24,874.99
February 1, 1970	24,874.99
May 1, 1970	24,874.99

(b) When the interest provided for hereunder is paid on May 1, 1970, interest at the rate of 10% per year shall accrue on the declining balance of the Colorado Residue purchase price, as such price is reduced each month thereafter by the monthly payments to be made hereunder. All accrued interest shall be paid by or credited to Buyer in accordance with paragraph 5 hereof.

5. Final Accounting. Promptly upon the arrival at the Plant of the final lot of Missouri Residues, such material shall be weighed, sampled and assayed as provided hereunder. Thereupon, a final computation shall be made of the Missouri Residue purchase price. If the Missouri Residue purchase price is less than \$300,000, all interest accrued under paragraph 4(b) after May 1, 1970 shall be credited to Buyer and shall be deducted from the purchase price. If the Missouri Residue purchase price is in excess of \$300,000, Seller shall be entitled to receive only the

MLA  
0341

accrued interest on the amount in excess of \$300,000. Any excess accrued interest shall be credited to Buyer and shall be deducted from the purchase price.

6. Closing Date. The closing shall take place at the offices of Holme Roberts & Owen, 1700 Broadway, Denver, Colorado, at 10:00 A. M., local time, on \_\_\_\_\_, or on such earlier or later date or at such other place as shall be fixed by mutual written agreement of the parties hereto, such time being referred to in this Agreement as the "Closing Date."

7. Instruments of Transfer. On the Closing Date, Seller shall convey, assign, transfer and deliver to Buyer and Buyer shall accept and acquire the Missouri Residues, the Clean-up Material and the Equipment. The instrument or instruments of conveyance, assignment and transfer shall contain full warranties of title by Seller and shall be in a form satisfactory to Buyer's counsel.

8. Conditions to Seller Closing. The obligations of Seller under this Agreement are subject in the discretion of Seller to the satisfaction at or prior to the Closing Date of the following conditions:

(a) All representations and warranties of Buyer contained in this Agreement shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

(b) At the Closing Date no suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(c) Seller shall have received an opinion dated the Closing Date of Holme Roberts & Owen, counsel for Buyer, to

the effect that this Agreement has been duly authorized, executed and delivered by Buyer; and, subject to due execution by Seller, constitutes a valid and binding agreement of Buyer in accordance with its terms.

9. Conditions to Buyer Closing. The obligations of Buyer under this Agreement are subject in the discretion of Buyer to the satisfaction at or prior to the Closing Date of the following conditions:

(a) All representations and warranties of Seller contained in this Agreement shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

(b) At the Closing Date no suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(c) Buyer shall have received an opinion dated the Closing Date of Dawson, Nagel, Sherman & Howard, counsel for Seller, to the effect that this Agreement has been duly authorized, executed and delivered by Seller, and, subject to due execution by Buyer, constitutes a valid and binding agreement of Seller in accordance with its terms.

(d) From and after the date of this Agreement and prior to the Closing Date, there shall not have been any adverse change in the Missouri Residues, Clean-up Material or Equipment or in Seller's interest therein.

10. Titles. (a) Seller shall have good and marketable title to the Missouri Residues and Clean-up Material free and clear of all royalty, overriding royalty, production payments, mortgages, liens, encumbrances, claims or demands of any nature, Seller shall also have good and marketable title to the Equipment free and clear of

all mortgages, liens, encumbrances, claims or demands of any nature. If Buyer, prior to the Closing Date, shall take exception to the title of Seller to the Missouri Residues, the Clean-up Material or the Equipment, and the defects or encumbrances to which Buyer has taken exception materially affect the value of the Missouri Residues or the Clean-up Material as a whole or the Equipment as a whole, as the case may be, this Agreement may be terminated by Buyer by notice to Seller.

(b) Seller agrees to indemnify Buyer and hold it harmless from all suits, actions, damages, costs (including, but not limited to, attorneys' fees) liabilities, losses, claims and demands arising from or related to claims of third parties against the Missouri Residues, the Clean-up Material or the Equipment, or to taxes, license fees or charges thereon attributable to the period prior to the Closing Date.

11. Shipping the Missouri Residues. The Missouri Residues shall be loaded by Buyer into railroad cars which are in condition sufficient to prevent loss of the material in transit. In the event any of the material is lost in transit, Seller shall have no claims or rights against Buyer for such loss except to the extent the amount of payment as provided herein would be reduced by delivery at Canon City of less of the material because of such loss in transit. Buyer shall pay all costs and charges incurred in connection with the shipping and delivery of the Missouri Residues and shall pay all demurrage and all costs and charges incurred in unloading the Missouri Residues at the point of delivery in Canon City, Colorado, and in transporting the material to the Plant. Buyer will unload and transport the Missouri Residues in a workman-like manner using methods designed to prevent unnecessary waste of the material.

MLA

0344



12. Determination of Dry Weight and  $U_3O_8$  Content. (a)

The net weight of each truck load of Missouri Residues unloaded from the railway cars in Canon City shall be determined by weighing each truck, loaded and empty, on scales to be provided by Buyer at the Plant. A receipt for each such delivery shall be furnished to Seller showing the net ton weight of the Missouri Residues. Representative samples of each truck load shall be taken at the time of weighing or as soon thereafter as possible, and the moisture content determined in Buyer's laboratory by methods generally employed in the industry, thereby establishing the dry weight of each truck load. A receipt showing the dry weight of each load shall be furnished to Seller as soon as practicable after the dry weight has been established.

(b) The Missouri Residues shall be accumulated by Buyer into lots of not less than 150 tons each and not more than 250 tons each sampled and assayed as herein provided, except that the final lot may be smaller or larger than such limits. Buyer shall sample the Missouri Residues by methods presently employed by it in accordance with contractual requirements imposed upon Buyer by the Atomic Energy Commission. A representative portion of each sample of each lot of Missouri Residues will be divided into four pulps and distributed as follows: Seller or his representative will receive one pulp; Buyer will retain one pulp; the remaining two pulps will be reserved by Buyer for possible umpire analysis. Buyer shall make, or cause to be made, an assay of Buyer's pulp for  $U_3O_8$  content. Seller may assay his pulp, but if he fails to make an assay, the assay of Buyer shall be accepted as final. If both parties make assays, the results of Buyer's assay and Seller's assay of the respective sample pulps shall be exchanged by crossing certified mail or other methods mutually agreed upon by the parties. Both parties hereto agree that such cross-mailing shall be made by

WLA

0345

each party by mailing assay reports on the tenth day of each month or the business day next following in the event the tenth day falls on a Saturday, Sunday or holiday. If the average percent deviation between the assays as to  $U_3O_8$  content is less than 4.00% then the average of the assays shall be final. If the average percent deviation between the assays as to  $U_3O_8$  content is greater than 4.00%, then one of the pulps of the sample held in reserve shall be submitted to any mutually acceptable laboratory for umpire assay. Any such umpire assay shall be final if within the limits of the assays of Buyer and Seller. If not, the assay which is nearer to that of the umpire assay shall prevail. The party whose assay is furthest from that of the umpire shall pay the cost of the umpire assay. In the event the umpire assay is equally distant from the assay of each party, the cost of the assay shall be split equally. The  $U_3O_8$  content thus determined shall, for all purposes, be the  $U_3O_8$  content of the lot of Missouri Residues to which such determination relates. Upon the completion of the sampling and assaying provided for hereunder, Buyer shall have no obligation to retain segregation of the lots of Missouri Residues and may freely commingle the material with other ores and minerals.

13. Certain Agreements of Seller. (a) Seller shall keep the Lease covering 7.55 acres on Latty Avenue, Hazlewood, Missouri, dated February 22, 1967, between Norfolk and Western Railway Company and Seller in good standing and shall pay all rentals and other sums required under such Lease. Seller shall promptly give Buyer notice of any notification or communication from the Lessor under such Lease, particularly any notices of termination.

(b) Seller shall keep the leasehold interest created by the above described lease and the adjacent tract owned by Seller

WLA

0346

free and clear of all encumbrances, liens, contracts and agreements during the term of this Agreement.

(c) Seller shall permit Buyer at all times during the term of this Agreement to have free and exclusive use of the Missouri site (including Seller's fee and leasehold land and all buildings and improvements situated thereon) for Buyer's use in stockpiling, drying, storing, loading and shipping all material and equipment sold hereby and for all other legal uses or purposes for which such property may be utilized.

(d) After the date hereof and prior to the Closing Date, Seller shall keep the Equipment and the buildings and improvements located on Seller's fee land at 9200 Latty Avenue, Hazelwood, Missouri, fully insured with a responsible insurance carrier or carriers and in amounts adequate to insure the replacement of such Equipment, buildings and improvements.

14. Certain Agreements of Buyer. Buyer shall restore the surface of that portion of the Missouri site upon which the ore residue materials were stockpiled in a manner sufficient to meet the requirements of the above described lease, the requirements of the Atomic Energy Commission and the State of Missouri.

15. Seller's Representative on Buyer's Premises. Buyer agrees to permit agent of Seller to enter Buyer's premises at any time during the term of this Agreement and be permitted to inspect and review all actions to be performed by Buyer hereunder and to inspect and copy during normal office hours such records as are required by Seller to verify Buyer's performance hereunder.

16. Assignment of Agreement. Buyer shall not transfer or assign its rights under the terms of this Agreement without the written consent of Seller, which consent will not be unreasonably withheld; provided, that if Buyer shall merge into or become consolidated with another corporation, Seller's consent to assignment

MLA  
0347

shall not be required if (a) the corporation surviving such merger or consolidation, assumes in writing the Buyer's obligations hereunder; and (b) the corporation surviving such merger or consolidation shall, in the judgment of Seller, be financially capable to perform Buyer's obligations under this Agreement.

17. Force Majeure. If at any time prior to May 1, 1970 Buyer is actively engaged in the drying and shipping of the Missouri Residues and is enjoined or prevented from the continuation of such drying and shipping by any person, corporation or governmental agency, the monthly payments to be made by Buyer hereunder shall be applied to the reduction of the Colorado Residue purchase price until such time as the injunction or prohibition is removed.

18. Guaranty. Buyer's obligations hereunder shall be guaranteed in writing by Robert O. Anderson and Donald B. Anderson. Upon the execution and delivery to Seller of such guaranty, all previous guaranties made by Robert O. Anderson and Donald B. Anderson in any way relating to the Residue Purchase Agreement shall be null and void; provided, however, if Buyer is merged into or acquired by a corporation, which, in the judgment of Seller, is financially able to perform fully all of Buyer's obligations hereunder, Robert O. Anderson and Donald B. Anderson shall be released from all guaranty obligations hereunder.

19. Notices. All notices or instructions required to be given under the terms hereof shall be in writing and shall be validly and sufficiently made and given if mailed, postage prepaid, by certified mail, to Buyer at P. O. Box 1000, Roswell, New Mexico 88201, or to Seller at 105 West Adams, Chicago, Illinois 60603.

20. Construction of Agreement. This Agreement shall be deemed to be a contract under the laws of the State of Colorado and for all purposes shall be construed in accordance with such laws.

21. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

COMMERCIAL DISCOUNT CORPORATION

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

SELLER

COTTER CORPORATION (N.S.L.)

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

BUYER

WLA  
0349

43-2-100 -

AGREEMENT

THIS AGREEMENT is made and entered into as of the 7th day of August, 1969, by and between COMMERCIAL DISCOUNT CORPORATION, a Delaware corporation, herein called "Seller," and COTTER CORPORATION (N.S.L.), a New Mexico corporation, herein called "Buyer."

A. RECITALS.

1. On June 9, 1967, Seller owned in excess of 54,000 dry tons of mineral residue located at 9200 Latty Avenue, and adjoining leased land described in the lease, hereinafter referred to in paragraph B. 13 (a), Hazelwood, Missouri (the "Missouri site").

2. Buyer is now, and on June 9, 1967 was the owner and operator of a mineral processing plant near Canon City, Colorado, herein referred to as the "Plant."

3. Under date of June 5, 1967 Buyer and Seller entered into a Drummed Residue Purchase Agreement which provided for the processing of the mineral residue by Buyer and certain payments to Seller for the  $U_3O_8$  contained therein. Under date of June 9, 1967 Seller and Buyer entered into a Residue Purchase Agreement which provided for the processing of other mineral residue by Buyer and certain payments to Seller for the  $U_3O_8$  contained therein. The Drummed Residue Purchase Agreement and the Residue Purchase Agreement as amended by letter dated August 21, 1967 and by an agreement approved by Buyer March 25, 1968 and approved by Seller March 29, 1968, and as it may otherwise have been amended, are hereinafter collectively referred to as the "Residue Purchase Agreement."

4. A portion of the mineral residues were shipped to the Plant and are stockpiled at the Plant, such portion of the mineral residues being referred to herein as the "Colorado Residues."

MLA

0350

5. A portion of the mineral residues remain on the Missouri site. The Colorado Raffinate and the Congo Raffinate remaining on the Missouri site which contain at least 2/10 of 1% of  $U_3O_8$  are hereinafter referred to as the "Missouri Residues." The other material remaining on the Missouri site, referred to herein as the "Clean-up Material," includes all Colorado and Congo Raffinate containing less than 2/10 of 1% of  $U_3O_8$ , all the Drummed Residue, all the leached Barium Sulfate, all the Barium Sulfate, and all the C-Slag.

6. Seller and Buyer have determined that it is in their mutual interests to terminate the Residue Purchase Agreement and cause it to be superseded by this Agreement, pursuant to which, among other things, Seller will sell the Missouri Residues, the Clean-up Material and certain equipment described in Exhibit B (the "Equipment") to Buyer; Buyer will transport the Missouri Residues to the Plant, taking such steps, including drying, as Buyer deems necessary or appropriate prior to shipment; Buyer will pay Seller for the  $U_3O_8$  contained in the Colorado Residues and the Missouri Residues; and following the clean-up operation at the Missouri site, Buyer will restore the surface of that portion of the Missouri site upon which the ore residue materials were stockpiled, disposing of the Clean-up Material as Buyer sees fit.

B. AGREEMENT.

In consideration of the premises and the mutual covenants herein provided to be kept and performed and the faithful performance thereof, Seller and Buyer agree as follows:

1. Agreement of Purchase and Sale. Subject to the terms and conditions of this Agreement, Sellers shall sell to Buyer and Buyer shall purchase the Missouri Residues and the Clean-up Material and complete payment for the Colorado Residues and the Equipment as hereinafter set forth.

WLA  
0351

2. Purchase Price. (a) The aggregate purchase price (the "purchase price") to be paid by Buyer to Seller for the Missouri Residues, the balance due on the Colorado Residues (title to the Colorado Residues has heretofore vested in Buyer under the Residue Purchase Agreement and certain acts performed thereunder), the Clean-up Material and the balance due on the Equipment shall consist of the following:

(i) Missouri Residues. An amount equal to the number of pounds of  $U_3O_8$  contained in the Missouri Residues, as hereinafter determined, times \$2.70, which amount is hereinafter called the Missouri Residue purchase price.

(ii) Colorado Residues. The sum of \$596,766.04, which sum is hereinafter called the Colorado Residue purchase price.

(iii) Equipment. The sum of \$192,076.26, which sum is hereinafter called the Equipment purchase price.

(b) Buyer shall not pay Seller cash for the Clean-up Material but will perform the clean-up operation and restore the surface of the Missouri site upon which the ore residue materials were stockpiled.

(c) The number of pounds of  $U_3O_8$  contained in the Missouri Residues will not be determined until such material has been transported to the Plant, and weighed, sampled and assayed, as provided hereunder. The final calculation of the Missouri Residue purchase price shall be made in accordance with paragraph 5 hereof.

3. Payment of Purchase Price. (a) On or before August 20, 1969, and on or before the 20th day of each month thereafter until the purchase price is paid, Buyer shall pay a minimum of \$50,000 to Seller (except for the final payment which may be less than \$50,000), with Buyer having the right to make monthly payments in excess of \$50,000.

WLA  
0352



(b) The monthly payments to be made hereunder shall be applied to the reduction of the purchase price in the following order:

First, to the Missouri Residue purchase price to the extent of \$300,000, and subject to the final accounting provided for hereunder;

Second, to the Equipment purchase price;  
and

Third, to the Colorado Residue purchase price.

4. Interest. (a) In addition to the purchase price, Buyer shall pay interest to Seller on the Colorado Residue purchase price at the rate of 10% per year commencing December 1, 1968. Such interest shall be payable in cash as follows:

November 1, 1969	\$28,180.61
February 1, 1970	\$28,180.61
May 1, 1970	\$28,180.63

(b) Interest at the rate of 10% per year shall accrue after May 1, 1970 on the declining balance of the Colorado Residue purchase price, as such price is reduced each month thereafter by the monthly payments to be made hereunder. All accrued interest shall be paid by or credited to Buyer in accordance with paragraph 5 hereof.

5. Final Accounting. Promptly upon the arrival at the Plant of the final lot of Missouri Residues, such material shall be weighed, sampled and assayed as provided hereunder. Thereupon, a final computation shall be made of the Missouri Residue purchase price. It is intended that monthly payments under paragraph 3 above be applied first to fully pay the Missouri Residue purchase price as finally determined. On such determination, interest accruing after May 1, 1970 will be recalculated on the basis that payments have been first applied to the final Missouri Residue purchase

HLA  
0353

price, second to the Equipment purchase price, and third to the Colorado Residue purchase price.

6. Closing Date. The closing shall take place at the offices of Holme Roberts & Owen, 1700 Broadway, Denver, Colorado, at 10:00 A. M., local time, on , or on such earlier or later date or at such other place as shall be fixed by mutual written agreement of the parties hereto, such time being referred to in this Agreement as the "Closing Date."

7. Instruments of Transfer. On the Closing Date, Seller shall convey, assign, transfer and deliver to Buyer and Buyer shall accept and acquire the Missouri Residues, the Clean-up Material and the Equipment. The instrument or instruments of conveyance, assignment and transfer shall contain full warranties of title by Seller and shall be in a form satisfactory to Buyer's counsel.

8. Conditions to Seller Closing. The obligations of Seller under this Agreement are subject in the discretion of Seller to the satisfaction at or prior to the Closing Date of the following conditions:

(a) All representations and warranties of Buyer contained in this Agreement shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

(b) At the Closing Date no suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(c) On the Closing Date a written guarantee by Robert O. Anderson and Donald B. Anderson, guaranteeing the Buyer's obligations hereunder, shall be delivered to the Seller.

(d) Seller shall have received an opinion dated the Closing Date of Holme Roberts & Owen, counsel for Buyer, to

WLA  
0354

the effect that this Agreement has been duly authorized, executed and delivered by Buyer; and, subject to due execution by Seller, constitutes a valid and binding agreement of Buyer in accordance with its terms.

9. Conditions to Buyer Closing. The obligations of Buyer under this Agreement are subject in the discretion of Buyer to the satisfaction at or prior to the Closing Date of the following conditions:

(a) All representations and warranties of Seller contained in this Agreement shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

(b) At the Closing Date no suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(c) Buyer shall have received an opinion dated the Closing Date of Dawson, Nagel, Sherman & Howard, counsel for Seller, to the effect that this Agreement has been duly authorized, executed and delivered by Seller, and, subject to due execution by Buyer, constitutes a valid and binding agreement of Seller in accordance with its terms.

(d) From and after the date of this Agreement and prior to the Closing Date, there shall not have been any adverse change in the Missouri Residues, Clean-up Material or Equipment or in Seller's interest therein.

~~10. Titles.~~ (a) Seller shall have good and marketable title to the Missouri Residues and Clean-up Material free and clear of all royalty, overriding royalty, production payments, mortgages, liens, encumbrances, claims or demands of any nature. Seller shall also have good and marketable title to the Equipment free and clear

MLA  
0355

of all mortgages, liens, encumbrances, claims or demands of any nature. If Buyer, prior to the Closing Date, shall take exception to the title of Seller to the Missouri Residues, the Clean-up Material or the Equipment, and the defects or encumbrance to which Buyer has taken exception materially affect the value of the Missouri Residues or the Clean-up Material as a whole or the Equipment as a whole, as the case may be, this Agreement may be terminated by Buyer by notice to Seller.

(b) Seller agrees to indemnify Buyer and hold it harmless from all suits, actions, damages, costs (including, but not limited to attorneys' fees, liabilities, losses, claims and demands arising from or related to claims of third parties against the Buyer, the Missouri Residues, the Clean-up Material or the Equipment, or to taxes, license fees or charges thereon) attributable to the period prior to the Closing Date.

11. Shipping the Missouri Residues. Prior to October 1, 1971 or the date fixed by any notice of termination given by the lessor for the termination of the lease referred to in paragraph B. 13 (a), whichever date occurs earlier, the Missouri Residues shall be loaded by Buyer into railroad cars which are in condition sufficient to prevent loss of the material in transit. In the event any of the material is lost in transit, Seller shall have no claims or rights against Buyer for such loss except to the extent of the amount of payment as provided herein would be reduced by delivery at Canon City of less of the material because of such loss in transit. Buyer shall pay all costs and charges incurred in connection with the shipping and delivery of the Missouri Residues and shall pay all demurrage and all costs and charges incurred in unloading the Missouri Residues at the point of delivery in Canon City, Colorado, and in transporting the material to the Plant.

WLA  
0356

Buyer will unload and transport the Missouri Residues in a workman-like manner using methods designed to prevent unnecessary waste of the material. Buyer agrees to furnish Seller with copies of all railroad bills of lading and further agrees to designate with respect to the material covered thereby whether the same contains Colorado and/or Congo Raffinate referred to in paragraph A. 5. above as Missouri Residues, insofar as such determination reasonably can be made at the time of loading by inspection of the color and/or texture of the material being shipped.

12. Determination of Dry Weight and  $U_3O_8$  Content. (a)

The net weight of each truck load of Missouri Residues unloaded from the railway cars in Canon City shall be determined by weighing each truck, loaded and empty, on scales to be provided by Buyer at the Plant. A receipt for each such delivery shall be furnished to Seller showing the net ton weight of the Missouri Residues. Representative samples of each truck load shall be taken at the time of weighing or as soon thereafter as possible, and the moisture content determined in Buyer's laboratory by methods generally employed in the industry, thereby establishing the dry weight of each truck load. A receipt showing the dry weight of each load shall be furnished to Seller as soon as practicable after the dry weight has been established.

(b) The Missouri Residues shall be accumulated by Buyer into lots of not less than 150 tons each and not more than 250 tons each sampled and assayed as herein provided, except that the final lot may be smaller or larger than such limits. Buyer shall sample the Missouri Residues by methods presently employed by it in accordance with contractual requirements imposed upon Buyer by the Atomic Energy Commission. A representative portion of each sample of each lot of Missouri Residues will be divided into four pulps and distributed as follows: Seller or his representative will

MLA  
0357

receive one pulp; Buyer will retain one pulp; the remaining two pulps will be reserved by Buyer for possible umpire analysis. Buyer shall make, or cause to be made, an assay of Buyer's pulp for  $U_3O_8$  content. Seller may assay his pulp, but if he fails to make an assay, the assay of Buyer shall be accepted as final. If both parties make assays, the results of Buyer's assay and Seller's assay of the respective sample pulps shall be exchanged by crossing certified mail or other methods mutually agreed upon by the parties. Both parties hereto agree that such cross-mailing shall be made by each party by mailing assay reports on the tenth day of each month or the business day next following in the event the tenth day falls on a Saturday, Sunday or holiday. If the average per cent deviation between the assays as to  $U_3O_8$  content is less than 4.00%, then the average of the assays shall be final. If the average per cent deviation between the assays as to  $U_3O_8$  content is greater than 4.00%, then one of the pulps of the sample held in reserve shall be submitted to any mutually acceptable laboratory for umpire assay. Any such umpire assay shall be final if within the limits of the assays of Buyer and Seller. If not, the assay which is nearer to that of the umpire assay shall prevail. The party whose assay is furthest from that of the umpire shall pay the cost of the umpire assay. In the event the umpire assay is equally distant from the assay of each party, the cost of the assay shall be split equally. The  $U_3O_8$  content thus determined shall, for all purposes, be the  $U_3O_8$  content of the lot of Missouri Residues to which such determination relates, and Buyer shall report the Missouri Residue purchase price of each such lot to Seller as soon as the  $U_3O_8$  content of each such lot has been determined. Upon the completion of the sampling and assaying provided for hereunder, Buyer shall have no obligation after ten (10) days from the mailing of the aforesaid report of purchase price to retain segregation of

WLA  
0358

the lots of Missouri Residues and may freely commingle the material with other ores and minerals.

13. Certain Agreements of Seller. (a) Seller shall keep the Lease covering 7.55 acres on Latty Avenue, Hazelwood, Missouri, dated February 22, 1967, between Norfolk and Western Railway Company and Seller in good standing and shall pay all rentals and other sums required under such Lease. Seller shall promptly give Buyer notice of any notification or communication from the Lessor under such Lease, particularly any notices of termination.

(b) Seller shall keep the leasehold interest created by the above described lease and the adjacent tract owned by Seller free and clear of all encumbrances, liens, contracts and agreements during the term of this Agreement.

(c) Seller shall permit Buyer at all times during the term of this Agreement to have free and exclusive use of the Missouri site (including Seller's fee and leasehold land and all buildings and improvements situated thereon) for Buyer's use in stockpiling, drying, storing, loading and shipping all material and equipment sold hereby and for all other legal uses or purposes for which such property may be utilized.

(d) After the date hereof and prior to the Closing Date, Seller shall keep the Equipment and the buildings and improvements located on Seller's fee land at 9200 Latty Avenue, Hazelwood, Missouri, fully insured with a responsible insurance carrier or carriers and in amounts adequate to insure the replacement of such Equipment, buildings and improvements.

14. Certain Agreements of Buyer. Buyer hereby agrees that from and after the Closing Date it will take all reasonably necessary precautions in the storage, handling and shipping of the Missouri Residues to prevent damage or injury to adjoining property owners, lessees or others, and that the Buyer will prevent the Missouri Residues from encroaching on the property adjoining the

WLA

0360

Missouri site. Buyer agrees to indemnify Seller and hold it harmless from all suits, actions, damages, costs (including, but not limited to, attorneys' fees, liabilities, losses, claims and demands arising from or related to claims of third parties against the Seller or the Missouri Residues, the Clean-up Materials or the Equipment, or to taxes, license fees or charges thereon) attributable to the period subsequent to the Closing Date. Buyer shall restore the surface of that portion of the Missouri site upon which the ore residue materials were stockpiled in a manner sufficient to meet the requirements of the above described lease, the requirements of the Atomic Energy Commission and the State of Missouri, and complete all such work by October 1, 1971 or the date fixed by any notice of termination given by the Lessor for the termination of the Lease referred to in paragraph B. 13 (a), whichever date occurs earlier.

15. Seller's Representative on Buyer's Premises. Buyer agrees to permit agent of Seller to enter Buyer's premises at any time during the term of this Agreement and be permitted to inspect and review all actions to be performed by Buyer hereunder and to inspect and copy during normal office hours such records as are required by Seller to verify Buyer's performance hereunder.

16. Assignment of Agreement. Buyer shall not transfer or assign its rights under the terms of this Agreement without the written consent of Seller, which consent will not be unreasonably withheld; provided, that if Buyer shall merge into or become consolidated with another corporation, Seller's consent to the assignment shall not be required if (a) the corporation surviving such merger or consolidation assumes in writing the Buyer's obligations hereunder; and (b) the corporation surviving such merger

MLA

0359



or consolidation shall, in the judgment of Seller, be financially and otherwise capable to perform Buyer's obligations under this Agreement.

17. Force Majeure. If at any time prior to May 1, 1970 Buyer is actively engaged in the drying and shipping of the Missouri Residues and is enjoined or prevented from the continuation of such drying and shipping by any person, corporation or governmental agency, the monthly payments to be made by Buyer hereunder shall be applied to the reduction of the Colorado Residue purchase price until such time as the injunction or prohibition is removed.

18. Guaranty. Buyer's obligations hereunder shall be guaranteed in writing by Robert O. Anderson and Donald B. Anderson. Upon the execution and delivery to Seller of such guaranty, all previous guaranties made by Robert O. Anderson and Donald B. Anderson in any way relating to the Residue Purchase Agreement shall be null and void. Such written guarantee shall survive any merger, consolidation, sale or other disposition of Buyer subsequent to the Closing Date.

19. Notices. All notices or instructions required to be given under the terms hereof shall be in writing and shall be validly and sufficiently made and given if mailed, postage prepaid, by certified mail, to Buyer at P. O. Box 1000, Roswell, New Mexico 88201, or to Seller at 105 West Adams, Chicago, Illinois 60603.

20. Construction of Agreement. This Agreement shall be deemed to be a contract under the laws of the State of Colorado and for all purposes shall be construed in accordance with such laws.

WLA  
0361

21. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

ATTEST:

\_\_\_\_\_  
Secretary

COMMERCIAL DISCOUNT CORPORATION

By \_\_\_\_\_  
President

SELLER

ATTEST:

\_\_\_\_\_  
Secretary

COTTER CORPORATION (N.S.L.)

By \_\_\_\_\_  
President

BUYER

MLA 0362

AGREEMENT

THIS AGREEMENT is made and entered into as of the 7th day of August, 1969, by and between COMMERCIAL DISCOUNT CORPORATION, a Delaware corporation, herein called "Seller," and COTTER CORPORATION (N.S.L.), a New Mexico corporation, herein called "Buyer."

A. RECITALS.

1. On June 9, 1967, Seller owned in excess of 54,000 dry tons of mineral residue located at 9200 Latty Avenue, and adjoining leased land described in the lease, hereinafter referred to in paragraph B. 13 (a), Hazelwood, Missouri (the "Missouri site").

2. Buyer is now, and on June 9, 1967 was the owner and operator of a mineral processing plant near Canon City, Colorado, herein referred to as the "Plant."

3. Under date of June 5, 1967 Buyer and Seller entered into a Drummed Residue Purchase Agreement which provided for the processing of the mineral residue by Buyer and certain payments to Seller for the  $U_3O_8$  contained therein. Under date of June 9, 1967 Seller and Buyer entered into a Residue Purchase Agreement which provided for the processing of other mineral residue by Buyer and certain payments to Seller for the  $U_3O_8$  contained therein. The Drummed Residue Purchase Agreement and the Residue Purchase Agreement as amended by letter dated August 21, 1967 and by an ~~agreement approved by Buyer March 25, 1968~~ and approved by Seller March 29, 1968, and as it may otherwise have been amended, are hereinafter collectively referred to as the "Residue Purchase Agreement."

4. A portion of the mineral residues were shipped to the Plant and are stockpiled at the Plant, such portion of the mineral residues being referred to herein as the "Colorado Residues."

MLA  
0363

5. A portion of the mineral residues remain on the Missouri site. The Colorado Raffinate and the Congo Raffinate remaining on the Missouri site which contain at least 2/10 of 1% of  $U_3O_8$  are hereinafter referred to as the "Missouri Residues." The other material remaining on the Missouri site, referred to herein as the "Clean-up Material," includes <sup>\*</sup>all Colorado and Congo Raffinate containing less than 2/10 of 1% of  $U_3O_8$  , all the Drummed Residue, all the leached Barium Sulfate, all the Barium Sulfate, and all the C-Slag.

6. Seller and Buyer have determined that it is in their mutual interests to terminate the Residue Purchase Agreement and cause it to be superseded by this Agreement, pursuant to which, among other things, Seller will sell the Missouri Residues, the Clean-up Material and certain equipment described in Exhibit B (the "Equipment") to Buyer; Buyer will transport the Missouri Residues to the Plant, taking such steps, including drying, as Buyer deems necessary or appropriate prior to shipment; Buyer will pay Seller for the  $U_3O_8$  contained in the Colorado Residues and the Missouri Residues; and following the clean-up operation at the Missouri site, Buyer will restore the surface of that portion of the Missouri site upon which the ore residue materials were stockpiled, disposing of the Clean-up Material as Buyer sees fit.

B. AGREEMENT.

In consideration of the premises and the mutual covenants herein provided to be kept and performed and the faithful performance thereof, Seller and Buyer agree as follows:

1. Agreement of Purchase and Sale. Subject to the terms and conditions of this Agreement, Sellers shall sell to Buyer and Buyer shall purchase the Missouri Residues and the Clean-up Material and complete payment for the Colorado Residues and the Equipment as hereinafter set forth.

\* deletion

2. Purchase Price. (a) The aggregate purchase price (the "purchase price") to be paid by Buyer to Seller for the Missouri Residues, the balance due on the Colorado Residues (title to the Colorado Residues has heretofore vested in Buyer under the Residue Purchase Agreement and certain acts performed thereunder), the Clean-up Material and the balance due on the Equipment shall consist of the following:

(i) Missouri Residues. An amount equal to the number of pounds of  $U_3O_8$  contained in the Missouri Residues, as hereinafter determined, times \$2.70, which amount is hereinafter called the Missouri Residue purchase price.

(ii) Colorado Residues. The sum of \$596,766.04,<sup>\*</sup> which sum is hereinafter called the Colorado Residue purchase price.

(iii) Equipment. The sum of \$192,076.26, which sum is hereinafter called the Equipment purchase price.

(b) Buyer shall not pay Seller cash for the Clean-up Material but will perform the clean-up operation and restore the surface of the Missouri site upon which the ore residue materials were stockpiled.

(c) The number of pounds of  $U_3O_8$  contained in the Missouri Residues will not be determined until such material has been transported to the Plant, and weighed, sampled and assayed, as provided hereunder. The final calculation of the Missouri Residue purchase price shall be made in accordance with paragraph 5 hereof.

3. Payment of Purchase Price. (a) On or before August 20, 1969, and on or before the 20th day of each month thereafter until the purchase price is paid, Buyer shall pay a minimum of \$50,000 to Seller (except for the final payment which may be less than \$50,000), with Buyer having the right to make monthly payments in excess of \$50,000.

\* deletion

(b) The monthly payments to be made hereunder shall be applied to the reduction of the purchase price in the following order:

First, to the Missouri Residue purchase price to the extent of \$300,000, and subject to the final accounting provided for hereunder;

Second, to the Equipment purchase price;  
and

Third, to the Colorado Residue purchase price.

4. Interest. (a) In addition to the purchase price, Buyer shall pay interest to Seller on the Colorado Residue purchase price at the rate of 10% per year commencing December 1, 1968. Such interest shall be payable in cash as follows:

November 1, 1969	\$28,180.61*
February 1, 1970	\$28,180.61
May 1, 1970	\$28,180.63

(b) \*Interest at the rate of 10% per year shall accrue after May 1, 1970 on the declining balance of the Colorado Residue purchase price, as such price is reduced each month thereafter by the monthly payments to be made hereunder. All accrued interest shall be paid by or credited to Buyer in accordance with paragraph 5 hereof.

5. Final Accounting. Promptly upon the arrival at the Plant of the final lot of Missouri Residues, such material shall be weighed, sampled and assayed as provided hereunder. Thereupon, a final computation shall be made of the Missouri Residue purchase price.\* It is intended that monthly payments under paragraph 3 above be applied first to fully pay the Missouri Residue purchase price as finally determined. On such determination, interest accruing after May 1, 1970 will be recalculated on the basis that payments have been first applied to the final Missouri Residue purchase

\* deletion

price, second to the Equipment purchase price, and third to the Colorado Residue purchase price.

6. Closing Date. The closing shall take place at the offices of Holme Roberts & Owen, 1700 Broadway, Denver, Colorado, at 10:00 A. M., local time, on , or on such earlier or later date or at such other place as shall be fixed by mutual written agreement of the parties hereto, such time being referred to in this Agreement as the "Closing Date."

7. Instruments of Transfer. On the Closing Date, Seller shall convey, assign, transfer and deliver to Buyer and Buyer shall accept and acquire the Missouri Residues, the Clean-up Material and the Equipment. The instrument or instruments of conveyance, assignment and transfer shall contain full warranties of title by Seller and shall be in a form satisfactory to Buyer's counsel.

8. Conditions to Seller Closing. The obligations of Seller under this Agreement are subject in the discretion of Seller to the satisfaction at or prior to the Closing Date of the following conditions:

(a) All representations and warranties of Buyer contained in this Agreement shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

(b) At the Closing Date no suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(c) On the Closing Date a written guarantee by Robert O. Anderson and Donald B. Anderson, guaranteeing the Buyer's obligations hereunder, shall be delivered to the Seller.

(d) Seller shall have received an opinion dated the Closing Date of Holme Roberts & Owen, counsel for Buyer, to

the effect that this Agreement has been duly authorized, executed and delivered by Buyer; and, subject to due execution by Seller, constitutes a valid and binding agreement of Buyer in accordance with its terms.

9. Conditions to Buyer Closing. The obligations of Buyer under this Agreement are subject in the discretion of Buyer to the satisfaction at or prior to the Closing Date of the following conditions:

(a) All representations and warranties of Seller contained in this Agreement shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

(b) At the Closing Date no suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(c) Buyer shall have received an opinion dated the Closing Date of Dawson, Nagel, Sherman & Howard, counsel for Seller, to the effect that this Agreement has been duly authorized, executed and delivered by Seller, and, subject to due execution by Buyer, constitutes a valid and binding agreement of Seller in accordance with its terms.

(d) From and after the date of this Agreement and prior to the Closing Date, there shall not have been any adverse change in the Missouri Residues, Clean-up Material or Equipment or in Seller's interest therein.

10. Titles. (a) Seller shall have good and marketable title to the Missouri Residues and Clean-up Material free and clear of all royalty, overriding royalty, production payments, mortgages, liens, encumbrances, claims or demands of any nature. Seller shall also have good and marketable title to the Equipment free and clear



of all mortgages, liens, encumbrances, claims or demands of any nature. If Buyer, prior to the Closing Date, shall take exception to the title of Seller to the Missouri Residues, the Clean-up Material or the Equipment, and the defects or encumbrance to which Buyer has taken exception materially affect the value of the Missouri Residues or the Clean-up Material as a whole or the Equipment as a whole, as the case may be, this Agreement may be terminated by Buyer by notice to Seller.

(b) Seller agrees to indemnify Buyer and hold it harmless from all suits, actions, damages, costs (including, but not limited to attorneys' fees, liabilities, losses, claims and demands arising from or related to claims of third parties against *the Buyer,* the Missouri Residues, the Clean-up Material or the Equipment, or to taxes, license fees or charges thereon) attributable to the period prior to the Closing Date.

11. Shipping the Missouri Residues. Prior to October 1, 1971 or the date fixed by any notice of termination given by the lessor for the termination of the lease referred to in paragraph B. 13 (a), whichever date occurs earlier, the Missouri Residues shall be loaded by Buyer into railroad cars which are in condition sufficient to prevent loss of the material in transit. ~~The Missouri Residues shall be loaded by Buyer into railroad cars which are in condition sufficient to prevent loss of the material in transit.~~ In the event any of the material is lost in transit, Seller shall have no claims or rights against Buyer for such loss except to the extent of the amount of payment as provided herein would be reduced by delivery at Canon City of less of the material because of such loss in transit. Buyer shall pay all costs and charges incurred in connection with the shipping and delivery of the Missouri Residues and shall pay all demurrage and all costs and charges incurred in unloading the Missouri Residues at the point of delivery in Canon City, Colorado, and in transporting the material to the Plant.

ALA  
0369

Buyer will unload and transport the Missouri Residues in a workman-like manner using methods designed to prevent unnecessary waste of the material. Buyer agrees to furnish Seller with copies of all railroad bills of lading and further agrees to designate with respect to the material covered thereby whether the same contains Colorado and/or Congo Raffinate referred to in paragraph A. 5. above as Missouri Residues, insofar as such determination reasonably can be made at the time of loading by inspection of the color and/or texture of the material being shipped.

12. Determination of Dry Weight and  $U_3O_8$  Content. (a)

The net weight of each truck load of Missouri Residues unloaded from the railway cars in Canon City shall be determined by weighing each truck, loaded and empty, on scales to be provided by Buyer at the Plant. A receipt for each such delivery shall be furnished to Seller showing the net ton weight of the Missouri Residues. Representative samples of each truck load shall be taken at the time of weighing or as soon thereafter as possible, and the moisture content determined in Buyer's laboratory by methods generally employed in the industry, thereby establishing the dry weight of each truck load. A receipt showing the dry weight of each load shall be furnished to Seller as soon as practicable after the dry weight has been established.

(b) The Missouri Residues shall be accumulated by Buyer into lots of not less than 150 tons each and not more than 250 tons each sampled and assayed as herein provided, except that the final lot may be smaller or larger than such limits. Buyer shall sample the Missouri Residues by methods presently employed by it in accordance with contractual requirements imposed upon Buyer by the Atomic Energy Commission. A representative portion of each sample of each lot of Missouri Residues will be divided into four pulps and distributed as follows: Seller or his representative will

WLA 0370

receive one pulp; Buyer will retain one pulp; the remaining two pulps will be reserved by Buyer for possible umpire analysis. Buyer shall make, or cause to be made, an assay of Buyer's pulp for  $U_3O_8$  content. Seller may assay his pulp, but if he fails to make an assay, the assay of Buyer shall be accepted as final. If both parties make assays, the results of Buyer's assay and Seller's assay of the respective sample pulps shall be exchanged by crossing certified mail or other methods mutually agreed upon by the parties. Both parties hereto agree that such cross-mailing shall be made by each party by mailing assay reports on the tenth day of each month or the business day next following in the event the tenth day falls on a Saturday, Sunday or holiday. If the average per cent deviation between the assays as to  $U_3O_8$  content is less than 4.00%, then the average of the assays shall be final. If the average per cent deviation between the assays as to  $U_3O_8$  content is greater than 4.00%, then one of the pulps of the sample held in reserve shall be submitted to any mutually acceptable laboratory for umpire assay. Any such umpire assay shall be final if within the limits of the assays of Buyer and Seller. If not, the assay which is nearer to that of the umpire assay shall prevail. The party whose assay is furthest from that of the umpire shall pay the cost of the umpire assay. In the event the umpire assay is equally distant from the assay of each party, the cost of the assay shall be split equally. The  $U_3O_8$  content thus determined shall, for all purposes, be the  $U_3O_8$  content of the lot of Missouri Residues to which such determination relates, and Buyer shall report the Missouri Residue purchase price of each such lot to Seller as soon as the  $U_3O_8$  content of each such lot has been determined. Upon the completion of the sampling and assaying provided for hereunder, Buyer shall have no obligation after ten (10) days from the mailing of the aforesaid report of purchase price to retain segregation of

MLA

0371

the lots of Missouri Residues and may freely commingle the material with other ores and minerals.

13. Certain Agreements of Seller. (a) Seller shall keep the Lease covering 7.55 acres on Latty Avenue, Hazelwood, Missouri, dated February 22, 1967, between Norfolk and Western Railway Company and Seller in good standing and shall pay all rentals and other sums required under such Lease. Seller shall promptly give Buyer notice of any notification or communication from the Lessor under such Lease, particularly any notices of termination.

(b) Seller shall keep the leasehold interest created by the above described lease and the adjacent tract owned by Seller free and clear of all encumbrances, liens, contracts and agreements during the term of this Agreement.

(c) Seller shall permit Buyer at all times during the term of this Agreement to have free and exclusive use of the Missouri site (including Seller's fee and leasehold land and all buildings and improvements situated thereon) for Buyer's use in stockpiling, drying, storing, loading and shipping all material and equipment sold hereby and for all other legal uses or purposes for which such property may be utilized.

(d) After the date hereof and prior to the Closing Date, Seller shall keep the Equipment and the buildings and improvements located on Seller's fee land at 9200 Latty Avenue, Hazelwood, Missouri, fully insured with a responsible insurance carrier or carriers and in amounts adequate to insure the replacement of such Equipment, buildings and improvements.

14. Certain Agreements of Buyer. Buyer hereby agrees that from and after the Closing Date it will take all reasonably necessary precautions in the storage, handling and shipping of the Missouri Residues to prevent damage or injury to adjoining property owners, lessees or others, and that the Buyer will prevent the Missouri Residues from encroaching on the property adjoining the

MLA

0372

Missouri site. Buyer agrees to indemnify Seller and hold it harmless from all suits, actions, damages, costs (including, but not limited to, attorneys' fees, liabilities, losses, claims and demands arising from or related to claims of third parties against the Seller or the Missouri Residues, the Clean-up Materials or the Equipment, or to taxes, license fees or charges thereon) attributable to the period subsequent to the Closing Date. Buyer shall restore the surface of that portion of the Missouri site upon which the ore residue materials were stockpiled in a manner sufficient to meet the requirements of the above described lease, the requirements of the Atomic Energy Commission and the State of Missouri, and complete all such work by October 1, 1971 or the date fixed by any notice of termination given by the Lessor for the termination of the Lease referred to in paragraph B. 13 (a), whichever date occurs earlier.

15. Seller's Representative on Buyer's Premises. Buyer agrees to permit agent of Seller to enter Buyer's premises at any time during the term of this Agreement and be permitted to inspect and review all actions to be performed by Buyer hereunder and to inspect and copy during normal office hours such records as are required by Seller to verify Buyer's performance hereunder.

16. Assignment of Agreement. Buyer shall not transfer or assign its rights under the terms of this Agreement without the written consent of Seller, which consent will not be unreasonably withheld; provided, that if Buyer shall merge into or become consolidated with another corporation, Seller's consent to the assignment shall not be required if (a) the corporation surviving such merger or consolidation assumes in writing the Buyer's obligations hereunder; and (b) the corporation surviving such merger

or consolidation shall, in the judgment of Seller, be financially and otherwise capable to perform Buyer's obligations under this Agreement.

17. Force Majeure. If at any time prior to May 1, 1970 Buyer is actively engaged in the drying and shipping of the Missouri Residues and is enjoined or prevented from the continuation of such drying and shipping by any person, corporation or governmental agency, the monthly payments to be made by Buyer hereunder shall be applied to the reduction of the Colorado Residue purchase price until such time as the injunction or prohibition is removed.

18. Guaranty. Buyer's obligations hereunder shall be guaranteed in writing by Robert O. Anderson and Donald B. Anderson. Upon the execution and delivery to Seller of such guaranty, all previous guaranties made by Robert O. Anderson and Donald B. Anderson in any way relating to the Residue Purchase Agreement shall be null and void. \* Such written guarantee shall survive any merger, consolidation, sale or other disposition of Buyer subsequent to the Closing Date.

19. Notices. All notices or instructions required to be given under the terms hereof shall be in writing and shall be validly and sufficiently made and given if mailed, postage prepaid, by certified mail, to Buyer at P. O. Box 1000, Roswell, New Mexico 88201, or to Seller at 105 West Adams, Chicago, Illinois 60603.

20. Construction of Agreement. This Agreement shall be deemed to be a contract under the laws of the State of Colorado and for all purposes shall be construed in accordance with such laws.

\* deletion

MLA  
0374

21. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

ATTEST:

\_\_\_\_\_  
Secretary

COMMERCIAL DISCOUNT CORPORATION

By \_\_\_\_\_  
President

SELLER

ATTEST:

\_\_\_\_\_  
Secretary

COTTER CORPORATION (N.S.L.)

By \_\_\_\_\_  
President

BUYER

MLA  
0375

2000-0000

AGREEMENT

THIS AGREEMENT is made and entered into as of the 7th day of August, 1969, by and between COMMERCIAL DISCOUNT CORPORATION, a Delaware corporation, herein called "Seller," and COTTER CORPORATION (N.S.L.), a New Mexico corporation, herein called "Buyer."

A. RECITALS.

1. On June 9, 1967, Seller owned in excess of 54,000 dry tons of mineral residue located at 9200 Latty Avenue, Hazelwood, Missouri (the "Missouri site").

2. Buyer is now, and on June 9, 1967 was the owner and operator of a mineral processing plant near Canon City, Colorado, herein referred to as the "Plant."

3. Under date of June 9, 1967 Seller and Buyer entered into a Residue Purchase Agreement which provided for the processing of the mineral residue by Buyer and certain payments to Seller for the U<sub>3</sub>O<sub>8</sub> contained therein. <sup>7/10 U<sub>3</sub>O<sub>8</sub> or more</sup> The Residue Purchase Agreement, <sup>after June 9, 1967</sup> as amended by an agreement dated March 25, 1968, and as it may <sup>be</sup> otherwise have been amended, ~~is~~ hereinafter referred to as the "Residue Purchase Agreement."

4. A portion of the mineral residues were shipped to the Plant and are stockpiled at the Plant, such portion of the mineral residues being referred to herein as the "Colorado Residues."

5. ~~A portion of the~~ mineral residues remain on the Missouri site. The Colorado Raffinate and the Congo Raffinate remaining on the Missouri site which contain at least <sup>2</sup>/<sub>10</sub> of 1% of U<sub>3</sub>O<sub>8</sub> are hereinafter referred to as the "Missouri Residues."

6. Seller and Buyer have determined that it is in their mutual interests to terminate the Residue Purchase Agreement and cause it to be superseded by this Agreement, pursuant to

ALA

0378



which, among other things, Seller will sell the Missouri Residues and certain equipment described in Exhibit B (the "equipment") to Buyer; Buyer will dry the Missouri Residues and transport them to the Plant; Buyer will pay Seller for the  $U_3O_8$  contained in the Colorado Residues and the Missouri Residues, and Buyer will clean up and restore the Missouri site, all as set forth herein.

B. AGREEMENT.

In consideration of the mutual covenants herein provided to be kept and performed, Seller and Buyer agree as follows:

1. Agreement of Purchase and Sale. Subject to the terms and conditions of this Agreement, Sellers shall sell to Buyer and Buyer shall purchase and pay for the Missouri Residues, the Colorado Residues, and the equipment, for the purchase price hereinafter set forth.

2. Purchase Price. (a) The aggregate purchase price (the "purchase price") to be paid by Buyer to Seller for the Missouri Residues, the Colorado Residues (title to the Colorado Residues has heretofore vested in Buyer under the Residue Purchase Agreement and certain acts performed thereunder) and the equipment shall consist of the following:

(i) an amount equal to the number of pounds of  $U_3O_8$  contained in the Missouri Residues, as hereinafter determined, times \$2.70;

(ii) an amount equal to the number of pounds of  $U_3O_8$  contained in the Colorado Residues, as determined under the Residue Purchase Agreement, and as evidenced by Buyer's weight, sample and assay records relating to the Colorado Residues; times \$2.70;

(iii) \$ \_\_\_\_\_ as the purchase price of the equipment.

(b) Because the number of pounds of  $U_3O_8$  contained in the Missouri Residues will not be determined until all of such

MLA  
0379

material has been transported to the Plant, and weighed, sampled and assayed, as provided hereunder, the final calculation of the portion of the purchase price attributable to the Missouri Residues shall be made in accordance with paragraph        hereof.

3. Payment of Purchase Price. On or before August 20, 1969 and on or before ~~August~~ 20 of each month thereafter until the purchase price is paid, Buyer shall pay a minimum of \$50,000 to Seller, Buyer having the right to make monthly payments in excess of \$50,000. The final payment of the purchase price may be less than \$50,000 depending upon the final calculation of that portion of the purchase price attributable to the Missouri Residues as computed hereunder.

4. Interest. (a) In addition to the purchase price, Buyer shall pay interest to Seller on the sum of \$600,000 at the rate of 10% per year commencing December 1, 1968 and payable in cash as follows:

November 1, 1969	\$55,000
February 1, 1970	\$15,000
May 1, 1970	\$15,000

(b) After the interest provided for hereunder is paid on May 1, 1970, interest at the rate of 10% per year shall accrue on the declining balance of \$600,000 as such sum is reduced each month by the monthly payments to be made hereunder. All accrued interest shall be paid by or credited to Buyer in accordance with paragraph        hereof. All monthly payments of the purchase price made by Buyer to Seller beginning on May 20, 1970 shall be applied to the reduction of the \$600,000.

5. Final Accounting. Promptly upon the arrival at the Plant of the final lot of Missouri Residues, such material shall be weighed, sampled and assayed as provided hereunder. Thereupon, a final computation shall be made of the purchase price attributable to the Missouri Residues. If the purchase price attributable to the Missouri Residues is less than \$300,000, all interest accrued under paragraph 4(b) after May 1, 1970 shall be credited to Buyer and shall be deducted from the purchase price. If the purchase price

WLA  
0380

attributable to the Missouri Residues is in excess of \$300,000, Seller shall be entitled to receive only the accrued interest on the amount in excess of \$300,000. Any excess accrued interest shall be credited to Buyer and shall be deducted from the purchase price.

6. Closing Date. The closing shall take place at the offices of Holme Roberts & Owen, 1700 Broadway, Denver, Colorado, at 10:00 A. M., local time, on \_\_\_\_\_, or on such earlier or later date or at such other place as shall be fixed by mutual written agreement of the parties hereto, such time being referred to in this Agreement as the "Closing Date."

7. Instruments of Transfer. On the Closing Date, Seller shall convey, assign, transfer and deliver to Buyer and Buyer shall accept and acquire the Missouri Residues and the equipment. The instrument or instruments of conveyance, assignment and transfer shall contain full warranties of title by Seller and shall be in a form satisfactory to Buyer's counsel.

8. Conditions to Seller Closing. The obligations of Seller under this Agreement are subject in the discretion of Seller to the satisfaction at or prior to the Closing Date of the following conditions:

(a) All representations and warranties of Buyer contained in this Agreement shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

(b) At the Closing Date no suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(c) Seller shall have received an opinion dated the Closing Date of Holme Roberts & Owen, counsel for Buyer, to the effect that this Agreement has been duly authorized, executed and delivered by Buyer, and, subject to due execution by Seller, constitutes a valid and binding agreement of Buyer in accordance with its terms.

9. Conditions to Buyer Closing. The obligations of Buyer under this Agreement are subject in the discretion of Buyer to the satisfaction at or prior to the Closing Date of the following conditions:

(a) All representations and warranties of Seller contained in this Agreement shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

(b) At the Closing Date no suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(c) Buyer shall have received an opinion dated the Closing Date of Dawson, Nagel, Sherman & Howard, counsel for Seller, to the effect that this Agreement has been duly authorized, executed and delivered by Seller, and, subject to due execution by Buyer, constitutes a valid and binding agreement of Seller in accordance with its terms.

(d) From and after the date of this Agreement and prior to the Closing Date, there shall not have been any adverse change in the Missouri Residues <sup>including the</sup> or equipment or in Seller's interest therein.

10. Titles. (a) Seller shall have good and marketable title to the Missouri Residues free and clear of all royalty, overriding royalty, production payments, mortgages, liens, encumbrances, claims or demands of any nature. Seller shall also have good and marketable title to the equipment free and clear of all mortgages, liens, encumbrances, claims or demands of any nature. If Buyer, prior to the Closing Date, shall take exception to the title of Seller to the Missouri Residues or the equipment and the defects or encumbrances to which Buyer has taken exception

MLA

0382

materially affect the value of the Missouri Residues as a whole or the equipment as a whole, as the case may be, this Agreement may be terminated by Buyer by notice to Seller.

(b) Seller agrees to indemnify Buyer and hold it harmless from all suits, actions, damages, costs, liabilities, losses, claims and demands arising from or related to claims of third parties against the Missouri Residues or to taxes, license fees or charges thereon attributable to the period prior to the Closing Date.

11. Drving and Shipping the Missouri Residues. The Missouri Residues shall be dried by Buyer and loaded into railroad cars which are in condition sufficient to prevent loss of the material in transit. In the event any of the material is lost in transit, Seller shall have no claims or rights against Buyer for such loss except to the extent the amount of payment as provided herein would be reduced by delivery at Canon City of less of the material because of such loss in transit. Buyer shall pay all costs and charges incurred in connection with the shipping and delivery of the Missouri Residues and shall pay all demurrage and all costs and charges incurred in unloading the Missouri Residues at the point of delivery in Canon City, Colorado, and in transporting the material to the Plant. Buyer will unload and transport the Missouri Residues in a workmanlike manner using methods designed to prevent unnecessary waste of the material.

12. Determiration of Dry Weight and U<sub>2</sub>O<sub>8</sub> Content. (a) The net weight of each truck load of Missouri Residues unloaded from the railway cars in Canon City shall be determined by weighing each truck, loaded and empty, on scales to be provided by Buyer at the Plant. A receipt for each such delivery shall be furnished to Seller showing the net ton weight of the Missouri Residues. Representative samples of each truck load shall be taken at the

WLA  
0383

*If the average percent deviation between the assays as to  $U_3O_8$  content is less than 4.00% then the average of the assays shall be final. If the average percent deviation between the assays as to  $U_3O_8$  content is greater than 4.00% then one of the pulp samples shall be submitted at the time of weighing or as soon thereafter as possible, and the moisture content determined in Buyer's laboratory by methods generally employed in the industry, thereby establishing the dry weight of each truck load. A receipt showing the dry weight of each load shall be furnished to Seller as soon as practicable after the dry weight has been established.*

(b) The Missouri Residues shall be accumulated by Buyer into lots of not less than 150 tons each and not more than 250 tons each sampled and assayed as herein provided, except that the final lot may be smaller or larger than such limits. Buyer shall sample the Missouri Residues by methods presently employed by it in accordance with contractual requirements imposed upon Buyer by the Atomic Energy Commission. A representative portion of each sample of each lot of Missouri Residues will be divided into four pulps and distributed as follows: Seller or his representative will receive one pulp; Buyer will retain one pulp; the remaining two pulps will be reserved by Buyer for possible umpire analysis. Buyer shall make, or cause to be made, an assay of Buyer's pulp for  $U_3O_8$  content. Seller may assay his pulp, but if he fails to make an assay, the assay of Buyer shall be accepted as final. If both parties make assays, the results of Buyer's assay and Seller's assay of the respective sample pulps shall be exchanged by crossing certified mail or other methods mutually agreed upon by the parties. ~~If the variation between the assays as to  $U_3O_8$  content is five thousandths of one per cent (0.005%) or more; then, at either party's request, one of the pulps of the sample held in reserve shall be submitted to any mutually acceptable laboratory for umpire assay. Any such umpire assay shall be final if within the limits of the assays of Buyer and Seller. If not, the assay which is nearer to that of the umpire assay shall prevail. The party whose assay is furthest from that of the umpire shall pay the cost of the umpire~~

assay. In the event the umpire assay is equally distant from the assay of each party, cost of the assay shall be split equally. The  $U_3O_8$  content thus determined shall, for all purposes, be the  $U_3O_8$  content of the lot of Missouri Residues to which such determination relates. Upon the completion of the sampling and assaying provided for hereunder, Buyer shall have no obligation to retain the lots of Missouri Residues and may freely commingle the material with other ores and minerals.

13. Certain Agreements of Seller. (a) Seller shall keep the Lease dated May 22, 1957 between Missouri Residues, Inc. and Seller in good standing and shall pay all rentals and other sums required under such Lease. Seller shall promptly give Buyer notice of any notification or communication from the Lessor under such Lease, particularly any notices of termination.

(b) Seller shall keep the leasehold interest created by the above described lease and the adjacent tract owned by Seller free and clear of all encumbrances, liens, contracts and agreements during the term of this Agreement.

14. Certain Agreements of Buyer. Buyer shall restore the Missouri site in a manner sufficient to meet the requirements of the above described lease, the requirements of the Atomic Energy Commission and the State of Missouri.

15. Seller's Representative on Buyer's Premises. Buyer agrees to permit agent of Seller to enter Buyer's premises at any time during the term of this Agreement and be permitted to inspect and review all actions to be performed by Buyer hereunder and to inspect and copy during normal office hours such records as are required by Seller to verify Buyer's performance hereunder.

16. Assignment of Agreement. Buyer shall not transfer or assign its rights under the terms of this Agreement without the written consent of Seller, which consent will not be unreasonably withheld; provided, that if Buyer shall merge into or become

consolidated with another corporation, Seller's consent to assignment shall not be required if (a) the corporation surviving such merger or consolidation, assumes in writing the Buyer's obligations hereunder; and (b) the corporation surviving such merger or consolidation shall, in the judgment of Seller, be financially capable to perform Buyer's obligations under this Agreement.

17. Force Majeure. If at any time prior to May 1, 1970 Buyer is actively engaged in the drying and shipping of the Missouri Residues and is enjoined or prevented from the continuation of such drying and shipping by any person, corporation or governmental agency, the monthly payments to be made by Buyer hereunder shall be applied to the reduction of the \$600,000 until such time as the injunction of prohibition is removed.

18. Guaranty. Buyer's obligations hereunder shall be guaranteed in writing by Robert O. Anderson and Donald B. Anderson. Upon the execution and delivery to Seller of such guaranty, all previous guaranties made by Robert O. Anderson and Donald B. Anderson in any way relating to the Residue Purchase Agreement shall be null and void; *provided, however, if Buyer is merged*.

19. Notices. All notices or instructions required to be given under the terms hereof shall be in writing and shall be validly and sufficiently made and given if mailed, postage prepaid, by certified mail, to Buyer at Roswell, New Mexico, and Post Office Box 751, Canon City, Colorado 81212, or to Seller at 105 W. Adams, Chicago, Illinois 60603.

20. Construction of Agreement. This Agreement shall be deemed to be a contract under the laws of the State of Colorado and for all purposes shall be construed in accordance with such laws.

21. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

*into or acquired by a corporation, which, in the judgment of Seller, is financially able to perform fully all of Buyer's obligations hereunder. Robert O. Anderson and Donald B. Anderson shall be released from all guaranty obligations hereunder.*



IN WITNESS WHEREOF, this Agreement has been executed as  
of the day and year first above written.

COMMERCIAL DISCOUNT CORPORATION

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

SELLER

COTTER CORPORATION (N.S.L.)

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Executive Vice President

BUYER

WLA  
10387

AGREEMENT

THIS AGREEMENT is made and entered into as of the 7th day of August, 1969, by and between COMMERCIAL DISCOUNT CORPORATION, a Delaware corporation, herein called "Seller," and COTTER CORPORATION (N.S.L.), a New Mexico corporation, herein called "Buyer."

A. RECITALS.

1. On June 9, 1967, Seller owned in excess of 54,000 dry tons of mineral residue located at 9200 Latty Avenue, Hazelwood, Missouri (the "Missouri site").

2. Buyer is now, and on June 9, 1969 was the owner and operator of a mineral processing plant near Canon City, Colorado, herein referred to as the "Plant."

3. Under date of June 9, 1967 Seller and Buyer entered into a Residue Purchase Agreement which provided for the processing of the mineral residue by Buyer and certain payments to Seller for the U<sub>3</sub>O<sub>8</sub> contained therein. The Residue Purchase Agreement, as amended by an agreement dated March 25, 1968, and as it may otherwise have been amended, is hereinafter referred to as the "Residue Purchase Agreement."

4. A portion of the mineral residues were shipped to the Plant and are stockpiled at the Plant, such portion of the mineral residues being referred to herein as the "Colorado Residues."

5. A portion of the mineral residues remain on the Missouri site. The Colorado Raffinate and the Congo Raffinate remaining on the Missouri site which contain at least 1/10 of 1% of U<sub>3</sub>O<sub>8</sub> are hereinafter referred to as the "Missouri Residues."

6. Seller and Buyer have determined that it is in their mutual interests to terminate the Residue Purchase Agreement and cause it to be superseded by this Agreement, pursuant to

MLA  
0388

which, among other things, Seller will sell the Missouri Residues and certain equipment described in Exhibit B (the "equipment") to Buyer; Buyer will dry the Missouri Residues and transport them to the Plant; Buyer will pay Seller for the  $U_3O_8$  contained in the Colorado Residues and the Missouri Residues, and Buyer will clean up and restore the Missouri site, all as set forth herein.

B. AGREEMENT.

In consideration of the mutual covenants herein provided to be kept and performed, Seller and Buyer agree as follows:

1. Agreement of Purchase and Sale. Subject to the terms and conditions of this Agreement, Sellers shall sell to Buyer and Buyer shall purchase and pay for the Missouri Residues, the Colorado Residues, and the equipment, for the purchase price hereinafter set forth.

2. Purchase Price. (a) The aggregate purchase price (the "purchase price") to be paid by Buyer to Seller for the Missouri Residues, the Colorado Residues (title to the Colorado Residues has heretofore vested in Buyer under the Residue Purchase Agreement and certain acts performed thereunder) and the equipment shall consist of the following:

(i) an amount equal to the number of pounds of  $U_3O_8$  contained in the Missouri Residues, as hereinafter determined, times \$2.70;

(ii) an amount equal to the number of pounds of  $U_3O_8$  contained in the Colorado Residues, as determined under the Residue Purchase Agreement, and as evidenced by Buyer's weight, sample and assay records relating to the Colorado Residues;

(iii) \$ \_\_\_\_\_ as the purchase price of the equipment.

(b) Because the number of pounds of  $U_3O_8$  contained in the Missouri Residues will not be determined until all of such

material has been transported to the Plant, and weighed, sampled and assayed, as provided hereunder, the final calculation of the portion of the purchase price attributable to the Missouri Residues shall be made in accordance with paragraph        hereof.

3. Payment of Purchase Price. On or before August 20, 1969 and on or before August 20 of each month thereafter until the purchase price is paid, Buyer shall pay a minimum of \$50,000 to Seller, Buyer having the right to make monthly payments in excess of \$50,000. The final payment of the purchase price may be less than \$50,000 depending upon the final calculation of that portion of the purchase price attributable to the Missouri Residues as computed hereunder.

4. Interest. (a) In addition to the purchase price, Buyer shall pay interest to Seller on the sum of \$600,000 at the rate of 10% per year commencing December 1, 1968 and payable in cash as follows:

November 1, 1969	\$55,000
February 1, 1970	\$15,000
May 1, 1970	\$15,000

(b) After the interest provided for hereunder is paid on May 7, 1970, interest at the rate of 10% per year shall accrue on the declining balance of \$600,000 as such sum is reduced each month by the monthly payments to be made hereunder. All accrued interest shall be paid by or credited to Buyer in accordance with paragraph        hereof. All monthly payments of the purchase price made by Buyer to Seller beginning on May 20, 1970 shall be applied to the reduction of the \$600,000.

5. Final Accounting. Promptly upon the arrival at the Plant of the final lot of Missouri Residues, such material shall be weighed, sampled and assayed as provided hereunder. Thereupon, a final computation shall be made of the purchase price attributable to the Missouri Residues. If the purchase price attributable to the Missouri Residues is less than \$300,000, all interest accrued under paragraph 4(b) after May 1, 1970 shall be credited to Buyer and shall be deducted from the purchase price. If the purchase price

attributable to the Missouri Residues is in excess of \$300,000, Seller shall be entitled to receive only the accrued interest on the amount in excess of \$300,000. Any excess accrued interest shall be credited to Buyer and shall be deducted from the purchase price.

6. Closing Date. The closing shall take place at the offices of Holme Roberts & Owen, 1700 Broadway, Denver, Colorado, at 10:00 A. M., local time, on \_\_\_\_\_, or on such earlier or later date or at such other place as shall be fixed by mutual written agreement of the parties hereto, such time being referred to in this Agreement as the "Closing Date."

7. Instruments of Transfer. On the Closing Date, Seller shall convey, assign, transfer and deliver to Buyer and Buyer shall accept and acquire the Missouri Residues and the equipment. The instrument or instruments of conveyance, assignment and transfer shall contain full warranties of title by Seller and shall be in a form satisfactory to Buyer's counsel.

8. Conditions to Seller Closing. The obligations of Seller under this Agreement are subject in the discretion of Seller to the satisfaction at or prior to the Closing Date of the following conditions:

(a) All representations and warranties of Buyer contained in this Agreement shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

(b) At the Closing Date no suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(c) Seller shall have received an opinion dated the Closing Date of Holme Roberts & Owen, counsel for Buyer, to the effect that this Agreement has been duly authorized, executed and delivered by Buyer, and, subject to due execution by Seller, constitutes a valid and binding agreement of Buyer in accordance with its terms.

9. Conditions to Buyer Closing. The obligations of Buyer under this Agreement are subject in the discretion of Buyer to the satisfaction at or prior to the Closing Date of the following conditions:

(a) All representations and warranties of Seller contained in this Agreement shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

(b) At the Closing Date no suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(c) Buyer shall have received an opinion dated the Closing Date of Dawson, Nagel, Sherman & Howard, counsel for Seller, to the effect that this Agreement has been duly authorized, executed and delivered by Seller, and, subject to due execution by Buyer, constitutes a valid and binding agreement of Seller in accordance with its terms.

(d) From and after the date of this Agreement and prior to the Closing Date, there shall not have been any adverse change in the Missouri Residues or equipment or in Seller's interest therein.

10. Titles. (a) Seller shall have good and marketable title to the Missouri Residues free and clear of all royalty, overriding royalty, production payments, mortgages, liens, encumbrances, claims or demands of any nature. Seller shall also have good and marketable title to the equipment free and clear of all mortgages, liens, encumbrances, claims or demands of any nature. If Buyer, prior to the Closing Date, shall take exception to the title of Seller to the Missouri Residues or the equipment and the defects or encumbrances to which Buyer has taken exception

materially affect the value of the Missouri Residues as a whole or the equipment as a whole, as the case may be, this Agreement may be terminated by Buyer by notice to Seller.

(b) Seller agrees to indemnify Buyer and hold it harmless from all suits, actions, damages, costs, liabilities, losses, claims and demands arising from or related to claims of third parties against the Missouri Residues or to taxes, license fees or charges thereon attributable to the period prior to the Closing Date.

11. Drying and Shipping the Missouri Residues. The Missouri Residues shall be dried by Buyer and loaded into railroad cars which are in condition sufficient to prevent loss of the material in transit. In the event any of the material is lost in transit, Seller shall have no claims or rights against Buyer for such loss except to the extent the amount of payment as provided herein would be reduced by delivery at Canon City of less of the material because of such loss in transit. Buyer shall pay all costs and charges incurred in connection with the shipping and delivery of the Missouri Residues and shall pay all demurrage and all costs and charges incurred in unloading the Missouri Residues at the point of delivery in Canon City, Colorado, and in transporting the material to the Plant. Buyer will unload and transport the Missouri Residues in a workmanlike manner using methods designed to prevent unnecessary waste of the material.

12. Determination of Dry Weight and U<sub>3</sub>O<sub>8</sub> Content. (a) The net weight of each truck load of Missouri Residues unloaded from the railway cars in Canon City shall be determined by weighing each truck, loaded and empty, on scales to be provided by Buyer at the Plant. A receipt for each such delivery shall be furnished to Seller showing the net ton weight of the Missouri Residues. Representative samples of each truck load shall be taken at the

ALA  
0393

time of weighing or as soon thereafter as possible, and the moisture content determined in Buyer's laboratory by methods generally employed in the industry, thereby establishing the dry weight of each truck load. A receipt showing the dry weight of each load shall be furnished to Seller as soon as practicable after the dry weight has been established.

(b) The Missouri Residues shall be accumulated by Buyer into lots of not less than 150 tons each and not more than 250 tons each sampled and assayed as herein provided, except that the final lot may be smaller or larger than such limits. Buyer shall sample the Missouri Residues by methods presently employed by it in accordance with contractual requirements imposed upon Buyer by the Atomic Energy Commission. A representative portion of each sample of each lot of Missouri Residues will be divided into four pulps and distributed as follows: Seller or his representative will receive one pulp; Buyer will retain one pulp; the remaining two pulps will be reserved by Buyer for possible umpire analysis. Buyer shall make, or cause to be made, an assay of Buyer's pulp for  $U_3O_8$  content. Seller may assay his pulp, but if he fails to make an assay, the assay of Buyer shall be accepted as final. If both parties make assays, the results of Buyer's assay and Seller's assay of the respective sample pulps shall be exchanged by crossing certified mail or other methods mutually agreed upon by the parties. If the variation between the assays as to  $U_3O_8$  content is five thousandths of one per cent (0.005%) or more, then, at either party's request, one of the pulps of the sample held in reserve shall be submitted to any mutually acceptable laboratory for umpire assay. Any such umpire assay shall be final if within the limits of the assays of Buyer and Seller. If not, the assay which is nearer to that of the umpire assay shall prevail. The party whose assay is furthest from that of the umpire shall pay the cost of the umpire

WLA

0394



assay. In the event the umpire assay is equally distant from the assay of each party, cost of the assay shall be split equally. The  $U_3O_8$  content thus determined shall, for all purposes, be the  $U_3O_8$  content of the lot of Missouri Residues to which such determination relates. Upon the completion of the sampling and assaying provided for hereunder, Buyer shall have no obligation to retain the lots of Missouri Residues and may freely commingle the material with other ores and minerals.

13. Certain Agreements of Seller. (a) Seller shall keep the Lease dated \_\_\_\_\_ between \_\_\_\_\_ and Seller in good standing and shall pay all rentals and other sums required under such Lease. Seller shall promptly give Buyer notice of any notification or communication from the Lessor under such Lease, particularly any notices of termination.

(b) Seller shall keep the leasehold interest created by the above described lease and the adjacent tract owned by Seller free and clear of all encumbrances, liens, contracts and agreements during the term of this Agreement.

14. Certain Agreements of Buyer. Buyer shall restore the Missouri site in a manner sufficient to meet the requirements of the above described lease, the requirements of the Atomic Energy Commission and the State of Missouri.

15. Seller's Representative on Buyer's Premises. Buyer agrees to permit agent of Seller to enter Buyer's premises at any time during the term of this Agreement and be permitted to inspect and review all actions to be performed by Buyer hereunder and to inspect and copy during normal office hours such records as are required by Seller to verify Buyer's performance hereunder.

16. Assignment of Agreement. Buyer shall not transfer or assign its rights under the terms of this Agreement without the written consent of Seller, which consent will not be unreasonably withheld; provided, that if Buyer shall merge into or become

WLA  
0395

consolidated with another corporation, Seller's consent to assignment shall not be required if (a) the corporation surviving such merger or consolidation, assumes in writing the Buyer's obligations hereunder; and (b) the corporation surviving such merger or consolidation shall, in the judgment of Seller, be financially capable to perform Buyer's obligations under this Agreement.

17. Force Majeure. If at any time prior to May 1, 1970 Buyer is actively engaged in the drying and shipping of the Missouri Residues and is enjoined or prevented from the continuation of such drying and shipping by any person, corporation or governmental agency, the monthly payments to be made by Buyer hereunder shall be applied to the reduction of the \$600,000 until such time as the injunction of prohibition is removed.

18. Guaranty. Buyer's obligations hereunder shall be guaranteed in writing by Robert O. Anderson and Donald B. Anderson. Upon the execution and delivery to Seller of such guaranty, all previous guaranties made by Robert O. Anderson and Donald B. Anderson in any way relating to the Residue Purchase Agreement shall be null and void.

19. Notices. All notices or instructions required to be given under the terms hereof shall be in writing and shall be validly and sufficiently made and given if mailed, postage prepaid, by certified mail, to Buyer at Roswell, New Mexico, and Post Office Box 751, Canon City, Colorado 81212, or to Seller at 105 W. Adams, Chicago, Illinois 60603.

20. Construction of Agreement. This Agreement shall be deemed to be a contract under the laws of the State of Colorado and for all purposes shall be construed in accordance with such laws.

21. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

*If a merger comes about and subsequent  
Crown is financially acceptable to Seller  
ROA + DEA off hook.*

IN WITNESS WHEREOF, this Agreement has been executed as  
of the day and year first above written.

COMMERCIAL DISCOUNT CORPORATION

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

SELLER

COTTER CORPORATION (N.S.L.)

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Executive Vice President

BUYER

MLA 0397

JAN 5 1970  
At 11:05 O'clock A.M.  
E. J. Pung  
Recorder of Deeds

AGREEMENT

76

THIS AGREEMENT is made and entered into as of the 7th day of August, 1969, by and between COMMERCIAL DISCOUNT CORPORATION, a Delaware corporation, herein called "Seller," and COTTER CORPORATION (N.S.L.), a New Mexico corporation, herein called "Buyer."

A. RECITALS.

1. On June 9, 1967, Seller owned in excess of 54,000 dry tons of mineral residue located at 9200 Latty Avenue, and adjoining leased land described in the lease, hereinafter referred to in paragraph B. 13 (a), Hazelwood, Missouri (the "Missouri site").

2. Buyer is now, and on June 9, 1967 was the owner and operator of a mineral processing plant near Canon City, Colorado, herein referred to as the "Plant."

3. Under date of June 5, 1967 Buyer and Seller entered into a Drummed Residue Purchase Agreement which provided for the processing of the mineral residue by Buyer and certain payments to Seller for the  $U_3O_8$  contained therein. Under date of June 9, 1967 Seller and Buyer entered into a Residue Purchase Agreement which provided for the processing of other mineral residue by Buyer and certain payments to Seller for the  $U_3O_8$  contained therein. The Drummed Residue Purchase Agreement and the Residue Purchase Agreement as amended by letter dated August 21, 1967 and by an agreement approved by Buyer March 25, 1968 and approved by Seller March 29, 1968, and as it may otherwise have been amended, are hereinafter collectively referred to as the "Residue Purchase Agreement."

*found - 1/2 per cover letter of 6-23-67*  
*NOT FOR*

4. A portion of the mineral residues were shipped to the Plant and are stockpiled at the Plant, such portion of the mineral residues being referred to herein as the "Colorado Residues."

5. A portion of the mineral residues remain on the Missouri site. The Colorado Raffinate and the Congo Raffinate remaining on the Missouri site which contain at least 2/10 of 1% of  $U_3O_8$  are hereinafter referred to as the "Missouri Residues." The other material remaining on the Missouri site, referred to herein as the "Clean-up Material," includes all Colorado and Congo Raffinate containing less than 2/10 of 1% of  $U_3O_8$ , all the Drummed Residue, all the leached Barium Sulfate, all the Barium Sulfate, and all the C-Slag.

6. Seller and Buyer have determined that it is in their mutual interests to terminate the Residue Purchase Agreement and cause it to be superseded by this Agreement, pursuant to which, among other things, Seller will sell the Missouri Residues, the Clean-up Material and certain equipment described in Exhibit B (the "Equipment") to Buyer; Buyer will transport the Missouri Residues to the Plant, taking such steps, including drying, as Buyer deems necessary or appropriate prior to shipment; Buyer will pay Seller for the  $U_3O_8$  contained in the Colorado Residues and the Missouri Residues; and following the clean-up operation at the Missouri site, Buyer will restore the surface of that portion of the Missouri site upon which the ore residue materials were stockpiled, disposing of the Clean-up Material as Buyer sees fit.

B. AGREEMENT.

*and see  
B-14, p. 11*

In consideration of the premises and the mutual covenants herein provided to be kept and performed and the faithful performance thereof, Seller and Buyer agree as follows:

1. Agreement of Purchase and Sale. Subject to the terms and conditions of this Agreement, Sellers shall sell to Buyer and Buyer shall purchase the Missouri Residues and the Clean-up Material and complete payment for the Colorado Residues and the Equipment as hereinafter set forth.

MLA  
1315

2. Purchase Price. (a) The aggregate purchase price (the "purchase price") to be paid by Buyer to Seller for the Missouri Residues, the balance due on the Colorado Residues (title to the Colorado Residues has heretofore vested in Buyer under the Residue Purchase Agreement and certain acts performed thereunder), the Clean-up Material and the balance due on the Equipment shall consist of the following:

(i) Missouri Residues. An amount equal to the number of pounds of  $U_3O_8$  contained in the Missouri Residues, as hereinafter determined, times \$2.70, which amount is hereinafter called the Missouri Residue purchase price.

(ii) Colorado Residues. The sum of \$596,766.04, which sum is hereinafter called the Colorado Residue purchase price.

(iii) Equipment. The sum of \$192,076.26, which sum is hereinafter called the Equipment purchase price.

(b) Buyer shall not pay Seller cash for the Clean-up Material but will perform at its own expense the clean-up operation and restore the surface of the Missouri site upon which the ore residue materials were stockpiled.

(c) The number of pounds of  $U_3O_8$  contained in the Missouri Residues will not be determined until such material has been transported to the Plant, and weighed, sampled and assayed, as provided hereunder. The final calculation of the Missouri Residue purchase price shall be made in accordance with paragraph 5 hereof.

3. Payment of Purchase Price. (a) On or before August 20, 1969, and on or before the 20th day of each month thereafter until the purchase price is paid, Buyer shall pay a minimum of \$50,000 to Seller (except for the final payment which may be less than \$50,000), with Buyer having the right to make monthly payments in excess of \$50,000.

(b) The monthly payments to be made hereunder shall be applied to the reduction of the purchase price in the following order:

First, to the Missouri Residue purchase price to the extent of \$300,000, and subject to the final accounting provided for hereunder;

Second, to the Equipment purchase price;  
and

Third, to the Colorado Residue purchase price.

4. Interest. (a) In addition to the purchase price, Buyer shall pay interest to Seller on the Colorado Residue purchase price at the rate of 10% per year commencing December 1, 1968. Such interest shall be payable in cash as follows:

November 1, 1969	\$28,180.61
February 1, 1970	\$28,180.61
May 1, 1970	\$28,180.63

(b) Interest at the rate of 10% per year shall accrue after May 1, 1970 on the declining balance of the Colorado Residue purchase price, as such price is reduced each month thereafter by the monthly payments to be made hereunder. All accrued interest shall be paid by or credited to Buyer in accordance with paragraph 5 hereof.

5. Final Accounting. Promptly upon the arrival at the Plant of the final lot of Missouri Residues, such material shall be weighed, sampled and assayed as provided hereunder. Thereupon, a final computation shall be made of the Missouri Residue purchase price. It is intended that monthly payments under paragraph 3 above be applied first to fully pay the Missouri Residue purchase price as finally determined. On such determination, interest accruing after May 1, 1970 will be recalculated on the basis that payments have been first applied to the final Missouri Residue purchase

price, second to the Equipment purchase price, and third to the Colorado Residue purchase price.

6. Closing Date. The closing shall take place at the offices of Holme Roberts & Owen, 1700 Broadway, Denver, Colorado, at 10:00 A. M., local time, on December 29, 1969, or on such earlier or later date or at such other place as shall be fixed by mutual written agreement of the parties hereto, such time being referred to in this Agreement as the "Closing Date."

7. Instruments of Transfer. On the Closing Date, Seller shall convey, assign, transfer and deliver to Buyer and Buyer shall accept and acquire the Missouri Residues, the Clean-up Material and the Equipment. The instrument or instruments of conveyance, assignment and transfer shall contain full warranties of title by Seller and shall be in a form satisfactory to Buyer's counsel.

8. Conditions to Seller Closing. The obligations of Seller under this Agreement are subject in the discretion of Seller to the satisfaction at or prior to the Closing Date of the following conditions:

(a) All representations and warranties of Buyer contained in this Agreement shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

(b) At the Closing Date no suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(c) On the Closing Date a written guarantee by Robert O. Anderson and Donald B. Anderson, guaranteeing the Buyer's obligations hereunder, shall be delivered to the Seller.

(d) Seller shall have received an opinion dated the Closing Date of Holme Roberts & Owen, counsel for Buyer, to



the effect that this Agreement has been duly authorized, executed and delivered by Buyer; and, subject to due execution by Seller, constitutes a valid and binding agreement of Buyer in accordance with its terms.

9. Conditions to Buyer Closing. The obligations of Buyer under this Agreement are subject in the discretion of Buyer to the satisfaction at or prior to the Closing Date of the following conditions:

(a) All representations and warranties of Seller contained in this Agreement shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

(b) At the Closing Date no suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(c) Buyer shall have received an opinion dated the Closing Date of Dawson, Nagel, Sherman & Howard, counsel for Seller, to the effect that this Agreement has been duly authorized, executed and delivered by Seller, and, subject to due execution by Buyer, constitutes a valid and binding agreement of Seller in accordance with its terms.

(d) From and after the date of this Agreement and prior to the Closing Date, there shall not have been any adverse change in the Missouri Residues, Clean-up Material or Equipment or in Seller's interest therein.

10. Titles. (a) Seller shall have good and marketable title to the Missouri Residues and Clean-up Material free and clear of all royalty, overriding royalty, production payments, mortgages, liens, encumbrances, claims or demands of any nature. Seller shall also have good and marketable title to the Equipment free and clear

of all mortgages, liens, encumbrances, claims or demands of any nature. If Buyer, prior to the Closing Date, shall take exception to the title of Seller to the Missouri Residues, the Clean-up Material or the Equipment, and the defects or encumbrance to which Buyer has taken exception materially affect the value of the Missouri Residues or the Clean-up Material as a whole or the Equipment as a whole, as the case may be, this Agreement may be terminated by Buyer by notice to Seller.

(b) Seller agrees to indemnify Buyer and hold it harmless from all suits, actions, damages, costs (including, but not limited to attorneys' fees, liabilities, losses, claims and demands arising from or related to claims of third parties against the Buyer, the Missouri Residues, the Clean-up Material or the Equipment, or to taxes, license fees or charges thereon) attributable to the operation of the Missouri site for the period prior to the Closing Date.

11. Shipping the Missouri Residues. Prior to October 1, 1971 or the date fixed by any notice of termination given by the lessor for the termination of the lease referred to in paragraph B. 13 (a), whichever date occurs earlier, the Missouri Residues shall be loaded by Buyer into railroad cars which are in condition sufficient to prevent loss of the material in transit. In the event any of the material is lost in transit, Seller shall have no claims or rights against Buyer for such loss except to the extent of the amount of payment as provided herein would be reduced by delivery at Canon City of less of the material because of such loss in transit. Buyer shall pay all costs and charges incurred in connection with the shipping and delivery of the Missouri Residues and shall pay all demurrage and all costs and charges incurred in unloading the Missouri Residues at the point of delivery in Canon City, Colorado, and in transporting the material to the Plant.

Buyer will unload and transport the Missouri Residues in a workman-like manner using methods designed to prevent unnecessary waste of the material. Buyer agrees to furnish Seller with copies of all railroad bills of lading and further agrees to designate with respect to the material covered thereby whether the same contains Colorado and/or Congo Raffinate referred to in paragraph A. 5. above as Missouri Residues, insofar as such determination reasonably can be made at the time of loading by inspection of the color and/or texture of the material being shipped.

12. Determination of Dry Weight and U<sub>3</sub>O<sub>8</sub> Content. (a)

The net weight of each truck load of Missouri Residues unloaded from the railway cars in Canon City shall be determined by weighing each truck, loaded and empty, on scales to be provided by Buyer at the Plant. A receipt for each such delivery shall be furnished to Seller showing the net ton weight of the Missouri Residues. Representative samples of each truck load shall be taken at the time of weighing or as soon thereafter as possible, and the moisture content determined in Buyer's laboratory by methods generally employed in the industry, thereby establishing the dry weight of each truck load. A receipt showing the dry weight of each load shall be furnished to Seller as soon as practicable after the dry weight has been established.

(b) The Missouri Residues shall be accumulated by Buyer into lots of not less than 150 tons each and not more than 250 tons each sampled and assayed as herein provided, except that the final lot may be smaller or larger than such limits. Buyer shall sample the Missouri Residues by methods presently employed by it in accordance with contractual requirements imposed upon Buyer by the Atomic Energy Commission. A representative portion of each sample of each lot of Missouri Residues will be divided into four pulps and distributed as follows: Seller or his representative will

receive one pulp; Buyer will retain one pulp; the remaining two pulps will be reserved by Buyer for possible umpire analysis. Buyer shall make, or cause to be made, an assay of Buyer's pulp for  $U_3O_8$  content. Seller may assay his pulp, but if he fails to make an assay, the assay of Buyer shall be accepted as final. If both parties make assays, the results of Buyer's assay and Seller's assay of the respective sample pulps shall be exchanged by crossing certified mail or other methods mutually agreed upon by the parties. Both parties hereto agree that such cross-mailing shall be made by each party by mailing assay reports on the tenth day of each month or the business day next following in the event the tenth day falls on a Saturday, Sunday or holiday. If the average per cent deviation between the assays as to  $U_3O_8$  content is less than 4.00%, then the average of the assays shall be final. If the average per cent deviation between the assays as to  $U_3O_8$  content is greater than 4.00%, then one of the pulps of the sample held in reserve shall be submitted to any mutually acceptable laboratory for umpire assay. Any such umpire assay shall be final if within the limits of the assays of Buyer and Seller. If not, the assay which is nearer to that of the umpire assay shall prevail. The party whose assay is furthest from that of the umpire shall pay the cost of the umpire assay. In the event the umpire assay is equally distant from the assay of each party, the cost of the assay shall be split equally. The  $U_3O_8$  content thus determined shall, for all purposes, be the  $U_3O_8$  content of the lot of Missouri Residues to which such determination relates, and Buyer shall report the Missouri Residue purchase price of each such lot to Seller as soon as the  $U_3O_8$  content of each such lot has been determined. Upon the completion of the sampling and assaying provided for hereunder, Buyer shall have no obligation after ten (10) days from the mailing of the aforesaid report of purchase price to retain segregation of

the lots of Missouri Residues and may freely commingle the material with other ores and minerals.

13. Certain Agreements of Seller. (a) Seller shall keep the Lease covering 7.55 acres on Latty Avenue, Hazelwood, Missouri, dated February 22, 1967, between Norfolk and Western Railway Company and Seller in good standing and shall pay all rentals and other sums required under such Lease. Seller shall promptly give Buyer notice of any notification or communication from the Lessor under such Lease, particularly any notices of termination.

(b) Seller shall keep the leasehold interest created by the above described lease and the adjacent tract owned by Seller free and clear of all encumbrances, liens, contracts and agreements during the term of this Agreement.

(c) Seller shall permit Buyer at all times during the term of this Agreement to have free and exclusive use of the Missouri site (including Seller's fee and leasehold land and all buildings and improvements situated thereon) for Buyer's use in stockpiling, drying, storing, loading and shipping all material and equipment sold hereby and for all other legal uses or purposes for which such property may be utilized.

(d) After the date hereof and prior to the Closing Date, Seller shall keep the Equipment and the buildings and improvements located on Seller's fee land at 9200 Latty Avenue, Hazelwood, Missouri, fully insured with a responsible insurance carrier or carriers and in amounts adequate to insure the replacement of such Equipment, buildings and improvements.

14. Certain Agreements of Buyer. Buyer hereby agrees that from and after the Closing Date it will take all reasonably necessary precautions in the storage, handling and shipping of the Missouri Residues to prevent damage or injury to adjoining property owners, lessees or others, and that the Buyer will prevent the Missouri Residues from encroaching on the property adjoining the

Missouri site. Buyer agrees to indemnify Seller and hold it harmless from all suits, actions, damages, costs (including, but not limited to, attorneys' fees, liabilities, losses, claims and demands arising from or related to claims of third parties against the Seller or the Missouri Residues, the Clean-up Materials or the Equipment, or to taxes, license fees or charges thereon) attributable to the operation of the Missouri Site for the period subsequent to the Closing Date. Buyer shall restore the surface of that portion of the Missouri site upon which the ore residue materials were stockpiled in a manner sufficient to meet the requirements of the above described lease, the requirements of the Atomic Energy Commission and the State of Missouri, and complete all such work by October 1, 1971 or the date fixed by any notice of termination given by the Lessor for the termination of the Lease referred to in paragraph B. 13 (a), whichever date occurs earlier.

15. Seller's Representative on Buyer's Premises. Buyer agrees to permit agent of Seller to enter Buyer's premises at any time during the term of this Agreement and be permitted to inspect and review all actions to be performed by Buyer hereunder and to inspect and copy during normal office hours such records as are required by Seller to verify Buyer's performance hereunder.

16. Assignment of Agreement. Buyer shall not transfer or assign its rights under the terms of this Agreement without the written consent of Seller, which consent will not be unreasonably withheld; provided, that if Buyer shall merge into or become consolidated with another corporation, Seller's consent to the assignment shall not be required if (a) the corporation surviving such merger or consolidation assumes in writing the Buyer's obligations hereunder; and (b) the corporation surviving such merger

MLA  
1324

or consolidation shall, in the judgment of Seller, be financially and otherwise capable to perform Buyer's obligations under this Agreement.

17. Force Majeure. If at any time prior to May 1, 1970 Buyer is actively engaged in the drying and shipping of the Missouri Residues and is enjoined or prevented from the continuation of such drying and shipping by any person, corporation or governmental agency, the monthly payments to be made by Buyer hereunder shall be applied to the reduction of the Colorado Residue purchase price until such time as the injunction or prohibition is removed.

18. Guaranty. Buyer's obligations hereunder shall be guaranteed in writing by Robert O. Anderson and Donald B. Anderson. Upon the execution and delivery to Seller of such guaranty, all previous guaranties made by Robert O. Anderson and Donald B. Anderson in any way relating to the Residue Purchase Agreement shall be null and void. Such written guarantee shall survive any merger, consolidation, sale or other disposition of Buyer subsequent to the Closing Date.

19. Notices. All notices or instructions required to be given under the terms hereof shall be in writing and shall be validly and sufficiently made and given if mailed, postage prepaid, by certified mail, to Buyer at P. O. Box 1000, Roswell, New Mexico 88201, or to Seller at 105 West Adams, Chicago, Illinois 60603.

20. Construction of Agreement. This Agreement shall be deemed to be a contract under the laws of the State of Colorado and for all purposes shall be construed in accordance with such laws.

21.. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

ATTEST:

Robert E. Stanchera  
Secretary

COMMERCIAL DISCOUNT CORPORATION

By [Signature]  
President

SELLER

ATTEST:

S. H. Cavin  
Secretary

COTTER CORPORATION (N.S.L.)

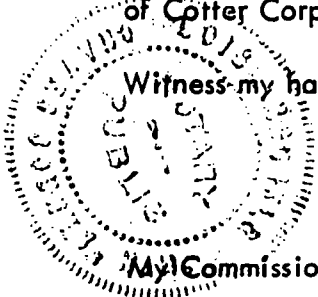
By David P. Marcott  
Exec. Vice President

BUYER

STATE OF NEW MEXICO    )  
                                  ) :ss  
COUNTY OF CHAVES     )

The foregoing instrument was acknowledged before me this 2nd day of January, 1970, by David P. Marcott and S. H. Cavin, Executive Vice President and Secretary, respectively, of Cotter Corporation (N.S.L.), a New Mexico corporation, on behalf of said corporation.

Witness my hand and official seal.



Louis Arbutnot  
Notary Public

My Commission expires:  
4-22-72

MLA 1326



AGREEMENT

RECEIVED JAN 5 '70

THIS AGREEMENT is made and entered into as of the 7th day of August, 1969, by and between COMMERCIAL DISCOUNT CORPORATION, a Delaware corporation, herein called "Seller," and COTTER CORPORATION (N.S.L.), a New Mexico corporation, herein called "Buyer."

A. RECITALS.

1. On June 9, 1967, Seller owned in excess of 54,000 dry tons of mineral residue located at 9200 Latty Avenue, and adjoining leased land described in the lease, hereinafter referred to in paragraph B. 13 (a), Hazelwood, Missouri (the "Missouri site").

2. Buyer is now, and on June 9, 1967 was the owner and operator of a mineral processing plant near Canon City, Colorado, herein referred to as the "Plant."

3. Under date of June 5, 1967 Buyer and Seller entered into a Drummed Residue Purchase Agreement which provided for the processing of the mineral residue by Buyer and certain payments to Seller for the  $U_3O_8$  contained therein. Under date of June 9, 1967 Seller and Buyer entered into a Residue Purchase Agreement which provided for the processing of other mineral residue by Buyer and certain payments to Seller for the  $U_3O_8$  contained therein. The Drummed Residue Purchase Agreement and the Residue Purchase Agreement as amended by letter dated August 21, 1967 and by an agreement approved by Buyer March 25, 1968 and approved by Seller March 29, 1968, and as it may otherwise have been amended, are hereinafter collectively referred to as the "Residue Purchase Agreement."

4. A portion of the mineral residues were shipped to the Plant and are stockpiled at the Plant, such portion of the mineral residues being referred to herein as the "Colorado Residues."

5. A portion of the mineral residues remain on the Missouri site. The Colorado Raffinate and the Congo Raffinate remaining on the Missouri site which contain at least 2/10 of 1% of  $U_3O_8$  are hereinafter referred to as the "Missouri Residues." The other material remaining on the Missouri site, referred to herein as the "Clean-up Material," includes all Colorado and Congo Raffinate containing less than 2/10 of 1% of  $U_3O_8$ , all the Drummed Residue, all the leached Barium Sulfate, all the Barium Sulfate, and all the C-Slag.

6. Seller and Buyer have determined that it is in their mutual interests to terminate the Residue Purchase Agreement and cause it to be superseded by this Agreement, pursuant to which, among other things, Seller will sell the Missouri Residues, the Clean-up Material and certain equipment described in Exhibit B (the "Equipment") to Buyer; Buyer will transport the Missouri Residues to the Plant, taking such steps, including drying, as Buyer deems necessary or appropriate prior to shipment; Buyer will pay Seller for the  $U_3O_8$  contained in the Colorado Residues and the Missouri Residues; and following the clean-up operation at the Missouri site, Buyer will restore the surface of that portion of the Missouri site upon which the ore residue materials were stockpiled, disposing of the Clean-up Material as Buyer sees fit.

B. AGREEMENT.

In consideration of the premises and the mutual covenants herein provided to be kept and performed and the faithful performance thereof, Seller and Buyer agree as follows:

1. Agreement of Purchase and Sale. Subject to the terms and conditions of this Agreement, Sellers shall sell to Buyer and Buyer shall purchase the Missouri Residues and the Clean-up Material and complete payment for the Colorado Residues and the Equipment as hereinafter set forth.

2. Purchase Price. (a) The aggregate purchase price (the "purchase price") to be paid by Buyer to Seller for the Missouri Residues, the balance due on the Colorado Residues (title to the Colorado Residues has heretofore vested in Buyer under the Residue Purchase Agreement and certain acts performed thereunder), the Clean-up Material and the balance due on the Equipment shall consist of the following:

(i) Missouri Residues. An amount equal to the number of pounds of  $U_3O_8$  contained in the Missouri Residues, as hereinafter determined, times \$2.70, which amount is hereinafter called the Missouri Residue purchase price.

(ii) Colorado Residues. The sum of \$596,766.04, which sum is hereinafter called the Colorado Residue purchase price.

(iii) Equipment. The sum of \$192,076.26, which sum is hereinafter called the Equipment purchase price.

(b) Buyer shall not pay Seller cash for the Clean-up Material but will perform at its own expense the clean-up operation and restore the surface of the Missouri site upon which the ore residue materials were stockpiled.

(c) The number of pounds of  $U_3O_8$  contained in the Missouri Residues will not be determined until such material has been transported to the Plant, and weighed, sampled and assayed, as provided hereunder. The final calculation of the Missouri Residue purchase price shall be made in accordance with paragraph 5 hereof.

3. Payment of Purchase Price. (a) On or before August 20, 1969, and on or before the 20th day of each month thereafter until the purchase price is paid, Buyer shall pay a minimum of \$50,000 to Seller (except for the final payment which may be less than \$50,000), with Buyer having the right to make monthly payments in excess of \$50,000.

(b) The monthly payments to be made hereunder shall be applied to the reduction of the purchase price in the following order:

First, to the Missouri Residue purchase price to the extent of \$300,000, and subject to the final accounting provided for hereunder;

Second, to the Equipment purchase price;  
and

Third, to the Colorado Residue purchase price.

4. Interest. (a) In addition to the purchase price, Buyer shall pay interest to Seller on the Colorado Residue purchase price at the rate of 10% per year commencing December 1, 1968. Such interest shall be payable in cash as follows:

November 1, 1969	\$28,180.61
February 1, 1970	\$28,180.61
May 1, 1970	\$28,180.63

(b) Interest at the rate of 10% per year shall accrue after May 1, 1970 on the declining balance of the Colorado Residue purchase price, as such price is reduced each month thereafter by the monthly payments to be made hereunder. All accrued interest shall be paid by or credited to Buyer in accordance with paragraph 5 hereof.

5. Final Accounting. Promptly upon the arrival at the Plant of the final lot of Missouri Residues, such material shall be weighed, sampled and assayed as provided hereunder. Thereupon, a final computation shall be made of the Missouri Residue purchase price. It is intended that monthly payments under paragraph 3 above be applied first to fully pay the Missouri Residue purchase price as finally determined. On such determination, interest accruing after May 1, 1970 will be recalculated on the basis that payments have been first applied to the final Missouri Residue purchase

price, second to the Equipment purchase price, and third to the Colorado Residue purchase price.

6. Closing Date. The closing shall take place at the offices of Holme Roberts & Owen, 1700 Broadway, Denver, Colorado, at 10:00 A. M., local time, on December 29, 1969, or on such earlier or later date or at such other place as shall be fixed by mutual written agreement of the parties hereto, such time being referred to in this Agreement as the "Closing Date."

7. Instruments of Transfer. On the Closing Date, Seller shall convey, assign, transfer and deliver to Buyer and Buyer shall accept and acquire the Missouri Residues, the Clean-up Material and the Equipment. The instrument or instruments of conveyance, assignment and transfer shall contain full warranties of title by Seller and shall be in a form satisfactory to Buyer's counsel.

8. Conditions to Seller Closing. The obligations of Seller under this Agreement are subject in the discretion of Seller to the satisfaction at or prior to the Closing Date of the following conditions:

(a) All representations and warranties of Buyer contained in this Agreement shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

(b) At the Closing Date no suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(c) On the Closing Date a written guarantee by Robert O. Anderson and Donald B. Anderson, guaranteeing the Buyer's obligations hereunder, shall be delivered to the Seller.

(d) Seller shall have received an opinion dated the Closing Date of Holme Roberts & Owen, counsel for Buyer, to

the effect that this Agreement has been duly authorized, executed and delivered by Buyer; and, subject to due execution by Seller, constitutes a valid and binding agreement of Buyer in accordance with its terms.

9. Conditions to Buyer Closing. The obligations of Buyer under this Agreement are subject in the discretion of Buyer to the satisfaction at or prior to the Closing Date of the following conditions:

(a) All representations and warranties of Seller contained in this Agreement shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

(b) At the Closing Date no suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(c) Buyer shall have received an opinion dated the Closing Date of Dawson, Nagel, Sherman & Howard, counsel for Seller, to the effect that this Agreement has been duly authorized, executed and delivered by Seller, and, subject to due execution by Buyer, constitutes a valid and binding agreement of Seller in accordance with its terms.

(d) From and after the date of this Agreement and prior to the Closing Date, there shall not have been any adverse change in the Missouri Residues, Clean-up Material or Equipment or in Seller's interest therein.

10. Titles. (a) Seller shall have good and marketable title to the Missouri Residues and Clean-up Material free and clear of all royalty, overriding royalty, production payments, mortgages, liens, encumbrances, claims or demands of any nature. Seller shall also have good and marketable title to the Equipment free and clear

of all mortgages, liens, encumbrances, claims or demands of any nature. If Buyer, prior to the Closing Date, shall take exception to the title of Seller to the Missouri Residues, the Clean-up Material or the Equipment, and the defects or encumbrance to which Buyer has taken exception materially affect the value of the Missouri Residues or the Clean-up Material as a whole or the Equipment as a whole, as the case may be, this Agreement may be terminated by Buyer by notice to Seller.

(b) Seller agrees to indemnify Buyer and hold it harmless from all suits, actions, damages, costs (including, but not limited to attorneys' fees, liabilities, losses, claims and demands arising from or related to claims of third parties against the Buyer, the Missouri Residues, the Clean-up Material or the Equipment, or to taxes, license fees or charges thereon) attributable to the operation of the Missouri site for the period prior to the Closing Date.

11. Shipping the Missouri Residues. Prior to October 1, 1971 or the date fixed by any notice of termination given by the lessor for the termination of the lease referred to in paragraph B. 13 (a), whichever date occurs earlier, the Missouri Residues shall be loaded by Buyer into railroad cars which are in condition sufficient to prevent loss of the material in transit. In the event any of the material is lost in transit, Seller shall have no claims or rights against Buyer for such loss except to the extent of the amount of payment as provided herein would be reduced by delivery at Canon City of less of the material because of such loss in transit. Buyer shall pay all costs and charges incurred in connection with the shipping and delivery of the Missouri Residues and shall pay all demurrage and all costs and charges incurred in unloading the Missouri Residues at the point of delivery in Canon City, Colorado, and in transporting the material to the Plant.

Buyer will unload and transport the Missouri Residues in a workman-like manner using methods designed to prevent unnecessary waste of the material. Buyer agrees to furnish Seller with copies of all railroad bills of lading and further agrees to designate with respect to the material covered thereby whether the same contains Colorado and/or Congo Raffinate referred to in paragraph A. 5. above as Missouri Residues, insofar as such determination reasonably can be made at the time of loading by inspection of the color and/or texture of the material being shipped.

12. Determination of Dry Weight and  $U_3O_8$  Content. . (a)

The net weight of each truck load of Missouri Residues unloaded from the railway cars in Canon City shall be determined by weighing each truck, loaded and empty, on scales to be provided by Buyer at the Plant. A receipt for each such delivery shall be furnished to Seller showing the net ton weight of the Missouri Residues. Representative samples of each truck load shall be taken at the time of weighing or as soon thereafter as possible, and the moisture content determined in Buyer's laboratory by methods generally employed in the industry, thereby establishing the dry weight of each truck load. A receipt showing the dry weight of each load shall be furnished to Seller as soon as practicable after the dry weight has been established.

(b) The Missouri Residues shall be accumulated by Buyer into lots of not less than 150 tons each and not more than 250 tons each sampled and assayed as herein provided, except that the final lot may be smaller or larger than such limits. Buyer shall sample the Missouri Residues by methods presently employed by it in accordance with contractual requirements imposed upon Buyer by the Atomic Energy Commission. A representative portion of each sample of each lot of Missouri Residues will be divided into four pulps and distributed as follows: Seller or his representative will



receive one pulp; Buyer will retain one pulp; the remaining two pulps will be reserved by Buyer for possible umpire analysis. Buyer shall make, or cause to be made, an assay of Buyer's pulp for  $U_3O_8$  content. Seller may assay his pulp, but if he fails to make an assay, the assay of Buyer shall be accepted as final. If both parties make assays, the results of Buyer's assay and Seller's assay of the respective sample pulps shall be exchanged by crossing certified mail or other methods mutually agreed upon by the parties. Both parties hereto agree that such cross-mailing shall be made by each party by mailing assay reports on the tenth day of each month or the business day next following in the event the tenth day falls on a Saturday, Sunday or holiday. If the average per cent deviation between the assays as to  $U_3O_8$  content is less than 4.00%, then the average of the assays shall be final. If the average per cent deviation between the assays as to  $U_3O_8$  content is greater than 4.00%, then one of the pulps of the sample held in reserve shall be submitted to any mutually acceptable laboratory for umpire assay. Any such umpire assay shall be final if within the limits of the assays of Buyer and Seller. If not, the assay which is nearer to that of the umpire assay shall prevail. The party whose assay is furthest from that of the umpire shall pay the cost of the umpire assay. In the event the umpire assay is equally distant from the assay of each party, the cost of the assay shall be split equally. The  $U_3O_8$  content thus determined shall, for all purposes, be the  $U_3O_8$  content of the lot of Missouri Residues to which such determination relates, and Buyer shall report the Missouri Residue purchase price of each such lot to Seller as soon as the  $U_3O_8$  content of each such lot has been determined. Upon the completion of the sampling and assaying provided for hereunder, Buyer shall have no obligation after ten (10) days from the mailing of the aforesaid report of purchase price to retain segregation of

the lots of Missouri Residues and may freely commingle the material with other ores and minerals.

13. Certain Agreements of Seller. (a) Seller shall keep the Lease covering 7.55 acres on Latty Avenue, Hazelwood, Missouri, dated February 22, 1967, between Norfolk and Western Railway Company and Seller in good standing and shall pay all rentals and other sums required under such Lease. Seller shall promptly give Buyer notice of any notification or communication from the Lessor under such Lease, particularly any notices of termination.

(b) Seller shall keep the leasehold interest created by the above described lease and the adjacent tract owned by Seller free and clear of all encumbrances, liens, contracts and agreements during the term of this Agreement.

(c) Seller shall permit Buyer at all times during the term of this Agreement to have free and exclusive use of the Missouri site (including Seller's fee and leasehold land and all buildings and improvements situated thereon) for Buyer's use in stockpiling, drying, storing, loading and shipping all material and equipment sold hereby and for all other legal uses or purposes for which such property may be utilized.

(d) After the date hereof and prior to the Closing Date, Seller shall keep the Equipment and the buildings and improvements located on Seller's fee land at 9200 Latty Avenue, Hazelwood, Missouri, fully insured with a responsible insurance carrier or carriers and in amounts adequate to insure the replacement of such Equipment, buildings and improvements.

14. Certain Agreements of Buyer. Buyer hereby agrees that from and after the Closing Date it will take all reasonably necessary precautions in the storage, handling and shipping of the Missouri Residues to prevent damage or injury to adjoining property owners, lessees or others, and that the Buyer will prevent the Missouri Residues from encroaching on the property adjoining the

Missouri site. Buyer agrees to indemnify Seller and hold it harmless from all suits, actions, damages, costs (including, but not limited to, attorneys' fees, liabilities, losses, claims and demands arising from or related to claims of third parties against the Seller or the Missouri Residues, the Clean-up Materials or the Equipment, or to taxes, license fees or charges thereon) attributable to the operation of the Missouri Site for the period subsequent to the Closing Date. Buyer shall restore the surface of that portion of the Missouri site upon which the ore residue materials were stockpiled in a manner sufficient to meet the requirements of the above described lease, the requirements of the Atomic Energy Commission and the State of Missouri, and complete all such work by October 1, 1971 or the date fixed by any notice of termination given by the Lessor for the termination of the Lease referred to in paragraph B. 13 (a), whichever date occurs earlier.

15. Seller's Representative on Buyer's Premises. Buyer agrees to permit agent of Seller to enter Buyer's premises at any time during the term of this Agreement and be permitted to inspect and review all actions to be performed by Buyer hereunder and to inspect and copy during normal office hours such records as are required by Seller to verify Buyer's performance hereunder.

16. Assignment of Agreement. Buyer shall not transfer or assign its rights under the terms of this Agreement without the written consent of Seller, which consent will not be unreasonably withheld; provided, that if Buyer shall merge into or become consolidated with another corporation, Seller's consent to the assignment shall not be required if (a) the corporation surviving such merger or consolidation assumes in writing the Buyer's obligations hereunder; and (b) the corporation surviving such merger

or consolidation shall, in the judgment of Seller, be financially and otherwise capable to perform Buyer's obligations under this Agreement.

17. Force Majeure. If at any time prior to May 1, 1970 Buyer is actively engaged in the drying and shipping of the Missouri Residues and is enjoined or prevented from the continuation of such drying and shipping by any person, corporation or governmental agency, the monthly payments to be made by Buyer hereunder shall be applied to the reduction of the Colorado Residue purchase price until such time as the injunction or prohibition is removed.

18. Guaranty. Buyer's obligations hereunder shall be guaranteed in writing by Robert O. Anderson and Donald B. Anderson. Upon the execution and delivery to Seller of such guaranty, all previous guaranties made by Robert O. Anderson and Donald B. Anderson in any way relating to the Residue Purchase Agreement shall be null and void. Such written guarantee shall survive any merger, consolidation, sale or other disposition of Buyer subsequent to the Closing Date.

19. Notices. All notices or instructions required to be given under the terms hereof shall be in writing and shall be validly and sufficiently made and given if mailed, postage prepaid, by certified mail, to Buyer at P. O. Box 1000, Roswell, New Mexico 88201, or to Seller at 105 West Adams, Chicago, Illinois 60603.

20. Construction of Agreement. This Agreement shall be deemed to be a contract under the laws of the State of Colorado and for all purposes shall be construed in accordance with such laws.

21. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

ATTEST:

Robert E. Stenhouse  
Secretary

COMMERCIAL DISCOUNT CORPORATION

By

[Signature]  
President

SELLER

ATTEST:

[Signature]  
Secretary

COTTER CORPORATION (N.S.L.)

By

David P. Marcott  
Exec. Vice President

BUYER

AGREEMENT

RECEIVED JAN 5 1970

THIS AGREEMENT is made and entered into as of the 7th day of August, 1969, by and between COMMERCIAL DISCOUNT CORPORATION, a Delaware corporation, herein called "Seller," and COTTER CORPORATION (N.S.L.), a New Mexico corporation, herein called "Buyer."

A. RECITALS.

1. On June 9, 1967, Seller owned in excess of 54,000 dry tons of mineral residue located at 9200 Latty Avenue, and adjoining leased land described in the lease, hereinafter referred to in paragraph B. 13 (a), Hazelwood, Missouri (the "Missouri site").

2. Buyer is now, and on June 9, 1967 was the owner and operator of a mineral processing plant near Canon City, Colorado, herein referred to as the "Plant."

3. Under date of June 5, 1967 Buyer and Seller entered into a Drummed Residue Purchase Agreement which provided for the processing of the mineral residue by Buyer and certain payments to Seller for the  $U_3O_8$  contained therein. Under date of June 9, 1967 Seller and Buyer entered into a Residue Purchase Agreement which provided for the processing of other mineral residue by Buyer and certain payments to Seller for the  $U_3O_8$  contained therein. The Drummed Residue Purchase Agreement and the Residue Purchase Agreement as amended by letter dated August 21, 1967 and by an agreement approved by Buyer March 25, 1968 and approved by Seller March 29, 1968, and as it may otherwise have been amended, are hereinafter collectively referred to as the "Residue Purchase Agreement."

4. A portion of the mineral residues were shipped to the Plant and are stockpiled at the Plant, such portion of the mineral residues being referred to herein as the "Colorado Residues."

5. A portion of the mineral residues remain on the Missouri site. The Colorado Raffinate and the Congo Raffinate remaining on the Missouri site which contain at least 2/10 of 1% of  $U_3O_8$  are hereinafter referred to as the "Missouri Residues." The other material remaining on the Missouri site, referred to herein as the "Clean-up Material," includes all Colorado and Congo Raffinate containing less than 2/10 of 1% of  $U_3O_8$ , all the Drummed Residue, all the leached Barium Sulfate, all the Barium Sulfate, and all the C-Slag.

6. Seller and Buyer have determined that it is in their mutual interests to terminate the Residue Purchase Agreement and cause it to be superseded by this Agreement, pursuant to which, among other things, Seller will sell the Missouri Residues, the Clean-up Material and certain equipment described in Exhibit B (the "Equipment") to Buyer; Buyer will transport the Missouri Residues to the Plant, taking such steps, including drying, as Buyer deems necessary or appropriate prior to shipment; Buyer will pay Seller for the  $U_3O_8$  contained in the Colorado Residues and the Missouri Residues; and following the clean-up operation at the Missouri site, Buyer will restore the surface of that portion of the Missouri site upon which the ore residue materials were stockpiled, disposing of the Clean-up Material as Buyer sees fit.

B. AGREEMENT.

In consideration of the premises and the mutual covenants herein provided to be kept and performed and the faithful performance thereof, Seller and Buyer agree as follows:

1. Agreement of Purchase and Sale. Subject to the terms and conditions of this Agreement, Sellers shall sell to Buyer and Buyer shall purchase the Missouri Residues and the Clean-up Material and complete payment for the Colorado Residues and the Equipment as hereinafter set forth.

2. Purchase Price. (a) The aggregate purchase price (the "purchase price") to be paid by Buyer to Seller for the Missouri Residues, the balance due on the Colorado Residues (title to the Colorado Residues has heretofore vested in Buyer under the Residue Purchase Agreement and certain acts performed thereunder), the Clean-up Material and the balance due on the Equipment shall consist of the following:

(i) Missouri Residues. An amount equal to the number of pounds of  $U_3O_8$  contained in the Missouri Residues, as hereinafter determined, times \$2.70, which amount is hereinafter called the Missouri Residue purchase price.

(ii) Colorado Residues. The sum of \$596,766.04, which sum is hereinafter called the Colorado Residue purchase price.

(iii) Equipment. The sum of \$192,076.26, which sum is hereinafter called the Equipment purchase price.

(b)<sup>c</sup> Buyer shall not pay Seller cash for the Clean-up Material but will perform at its own expense the clean-up operation and restore the surface of the Missouri site upon which the ore residue materials were stockpiled.

(c) The number of pounds of  $U_3O_8$  contained in the Missouri Residues will not be determined until such material has been transported to the Plant, and weighed, sampled and assayed, as provided hereunder. The final calculation of the Missouri Residue purchase price shall be made in accordance with paragraph 5 hereof.

3. Payment of Purchase Price. (a) On or before August 20, 1969, and on or before the 20th day of each month thereafter until the purchase price is paid, Buyer shall pay a minimum of \$50,000 to Seller (except for the final payment which may be less than \$50,000), with Buyer having the right to make monthly payments in excess of \$50,000.



(b) The monthly payments to be made hereunder shall be applied to the reduction of the purchase price in the following order:

First, to the Missouri Residue purchase price to the extent of \$300,000, and subject to the final accounting provided for hereunder;

Second, to the Equipment purchase price;  
and

Third, to the Colorado Residue purchase price.

4. Interest. (a) In addition to the purchase price, Buyer shall pay interest to Seller on the Colorado Residue purchase price at the rate of 10% per year commencing December 1, 1968. Such interest shall be payable in cash as follows:

November 1, 1969	\$28,180.61
February 1, 1970	\$28,180.61
May 1, 1970	\$28,180.63

(b) Interest at the rate of 10% per year shall accrue after May 1, 1970 on the declining balance of the Colorado Residue purchase price, as such price is reduced each month thereafter by the monthly payments to be made hereunder. All accrued interest shall be paid by or credited to Buyer in accordance with paragraph 5 hereof.

5. Final Accounting. Promptly upon the arrival at the Plant of the final lot of Missouri Residues, such material shall be weighed, sampled and assayed as provided hereunder. Thereupon, a final computation shall be made of the Missouri Residue purchase price. It is intended that monthly payments under paragraph 3 above be applied first to fully pay the Missouri Residue purchase price as finally determined. On such determination, interest accruing after May 1, 1970 will be recalculated on the basis that payments have been first applied to the final Missouri Residue purchase

price, second to the Equipment purchase price, and third to the Colorado Residue purchase price.

6. Closing Date. The closing shall take place at the offices of Holme Roberts & Owen, 1700 Broadway, Denver, Colorado, at 10:00 A. M., local time, on December 29, 1969, or on such earlier or later date or at such other place as shall be fixed by mutual written agreement of the parties hereto, such time being referred to in this Agreement as the "Closing Date."

7. Instruments of Transfer. On the Closing Date, Seller shall convey, assign, transfer and deliver to Buyer and Buyer shall accept and acquire the Missouri Residues, the Clean-up Material and the Equipment. The instrument or instruments of conveyance, assignment and transfer shall contain full warranties of title by Seller and shall be in a form satisfactory to Buyer's counsel.

8. Conditions to Seller Closing. The obligations of Seller under this Agreement are subject in the discretion of Seller to the satisfaction at or prior to the Closing Date of the following conditions:

(a) All representations and warranties of Buyer contained in this Agreement shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

(b) At the Closing Date no suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(c) On the Closing Date a written guarantee by Robert O. Anderson and Donald B. Anderson, guaranteeing the Buyer's obligations hereunder, shall be delivered to the Seller.

(d) Seller shall have received an opinion dated the Closing Date of Holme Roberts & Owen, counsel for Buyer, to

the effect that this Agreement has been duly authorized, executed and delivered by Buyer; and, subject to due execution by Seller, constitutes a valid and binding agreement of Buyer in accordance with its terms.

9. Conditions to Buyer Closing. The obligations of Buyer under this Agreement are subject in the discretion of Buyer to the satisfaction at or prior to the Closing Date of the following conditions:

(a) All representations and warranties of Seller contained in this Agreement shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

(b) At the Closing Date no suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(c) Buyer shall have received an opinion dated the Closing Date of Dawson, Nagel, Sherman & Howard, counsel for Seller, to the effect that this Agreement has been duly authorized, executed and delivered by Seller, and, subject to due execution by Buyer, constitutes a valid and binding agreement of Seller in accordance with its terms.

(d) From and after the date of this Agreement and prior to the Closing Date, there shall not have been any adverse change in the Missouri Residues, Clean-up Material or Equipment or in Seller's interest therein.

10. Titles. (a) Seller shall have good and marketable title to the Missouri Residues and Clean-up Material free and clear of all royalty, overriding royalty, production payments, mortgages, liens, encumbrances, claims or demands of any nature. Seller shall also have good and marketable title to the Equipment free and clear

of all mortgages, liens, encumbrances, claims or demands of any nature. If Buyer, prior to the Closing Date, shall take exception to the title of Seller to the Missouri Residues, the Clean-up Material or the Equipment, and the defects or encumbrance to which Buyer has taken exception materially affect the value of the Missouri Residues or the Clean-up Material as a whole or the Equipment as a whole, as the case may be, this Agreement may be terminated by Buyer by notice to Seller.

(b) Seller agrees to indemnify Buyer and hold it harmless from all suits, actions, damages, costs (including, but not limited to attorneys' fees, liabilities, losses, claims and demands arising from or related to claims of third parties against the Buyer, the Missouri Residues, the Clean-up Material or the Equipment, or to taxes, license fees or charges thereon) attributable to the operation of the Missouri site for the period prior to the Closing Date.

11. Shipping the Missouri Residues. Prior to October 1, 1971 or the date fixed by any notice of termination given by the lessor for the termination of the lease referred to in paragraph B. 13 (a), whichever date occurs earlier, the Missouri Residues shall be loaded by Buyer into railroad cars which are in condition sufficient to prevent loss of the material in transit. In the event any of the material is lost in transit, Seller shall have no claims or rights against Buyer for such loss except to the extent of the amount of payment as provided herein would be reduced by delivery at Canon City of less of the material because of such loss in transit. Buyer shall pay all costs and charges incurred in connection with the shipping and delivery of the Missouri Residues and shall pay all demurrage and all costs and charges incurred in unloading the Missouri Residues at the point of delivery in Canon City, Colorado, and in transporting the material to the Plant.

Buyer will unload and transport the Missouri Residues in a workman-like manner using methods designed to prevent unnecessary waste of the material. Buyer agrees to furnish Seller with copies of all railroad bills of lading and further agrees to designate with respect to the material covered thereby whether the same contains Colorado and/or Congo Raffinate referred to in paragraph A. 5. above as Missouri Residues, insofar as such determination reasonably can be made at the time of loading by inspection of the color and/or texture of the material being shipped.

12. Determination of Dry Weight and  $U_3O_8$  Content. . (a)

The net weight of each truck load of Missouri Residues unloaded from the railway cars in Canon City shall be determined by weighing each truck, loaded and empty, on scales to be provided by Buyer at the Plant. A receipt for each such delivery shall be furnished to Seller showing the net ton weight of the Missouri Residues. Representative samples of each truck load shall be taken at the time of weighing or as soon thereafter as possible, and the moisture content determined in Buyer's laboratory by methods generally employed in the industry, thereby establishing the dry weight of each truck load. A receipt showing the dry weight of each load shall be furnished to Seller as soon as practicable after the dry weight has been established.

(b) The Missouri Residues shall be accumulated by Buyer into lots of not less than 150 tons each and not more than 250 tons each sampled and assayed as herein provided, except that the final lot may be smaller or larger than such limits. Buyer shall sample the Missouri Residues by methods presently employed by it in accordance with contractual requirements imposed upon Buyer by the Atomic Energy Commission. A representative portion of each sample of each lot of Missouri Residues will be divided into four pulps and distributed as follows: Seller or his representative will

receive one pulp; Buyer will retain one pulp; the remaining two pulps will be reserved by Buyer for possible umpire analysis. Buyer shall make, or cause to be made, an assay of Buyer's pulp for  $U_3O_8$  content. Seller may assay his pulp, but if he fails to make an assay, the assay of Buyer shall be accepted as final. If both parties make assays, the results of Buyer's assay and Seller's assay of the respective sample pulps shall be exchanged by crossing certified mail or other methods mutually agreed upon by the parties. Both parties hereto agree that such cross-mailing shall be made by each party by mailing assay reports on the tenth day of each month or the business day next following in the event the tenth day falls on a Saturday, Sunday or holiday. If the average per cent deviation between the assays as to  $U_3O_8$  content is less than 4.00%, then the average of the assays shall be final. If the average per cent deviation between the assays as to  $U_3O_8$  content is greater than 4.00%, then one of the pulps of the sample held in reserve shall be submitted to any mutually acceptable laboratory for umpire assay. Any such umpire assay shall be final if within the limits of the assays of Buyer and Seller. If not, the assay which is nearer to that of the umpire assay shall prevail. The party whose assay is furthest from that of the umpire shall pay the cost of the umpire assay. In the event the umpire assay is equally distant from the assay of each party, the cost of the assay shall be split equally. The  $U_3O_8$  content thus determined shall, for all purposes, be the  $U_3O_8$  content of the lot of Missouri Residues to which such determination relates, and Buyer shall report the Missouri Residue purchase price of each such lot to Seller as soon as the  $U_3O_8$  content of each such lot has been determined. Upon the completion of the sampling and assaying provided for hereunder, Buyer shall have no obligation after ten (10) days from the mailing of the aforesaid report of purchase price to retain segregation of

the lots of Missouri Residues and may freely commingle the material with other ores and minerals.

13. Certain Agreements of Seller. (a) Seller shall keep the Lease covering 7.55 acres on Latty Avenue, Hazelwood, Missouri, dated February 22, 1967, between Norfolk and Western Railway Company and Seller in good standing and shall pay all rentals and other sums required under such Lease. Seller shall promptly give Buyer notice of any notification or communication from the Lessor under such Lease, particularly any notices of termination.

(b) Seller shall keep the leasehold interest created by the above described lease and the adjacent tract owned by Seller free and clear of all encumbrances, liens, contracts and agreements during the term of this Agreement.

(c) Seller shall permit Buyer at all times during the term of this Agreement to have free and exclusive use of the Missouri site (including Seller's fee and leasehold land and all buildings and improvements situated thereon) for Buyer's use in stockpiling, drying, storing, loading and shipping all material and equipment sold hereby and for all other legal uses or purposes for which such property may be utilized.

(d) After the date hereof and prior to the Closing Date, Seller shall keep the Equipment and the buildings and improvements located on Seller's fee land at 9200 Latty Avenue, Hazelwood, Missouri, fully insured with a responsible insurance carrier or carriers and in amounts adequate to insure the replacement of such Equipment, buildings and improvements.

14. Certain Agreements of Buyer. Buyer hereby agrees that from and after the Closing Date it will take all reasonably necessary precautions in the storage, handling and shipping of the Missouri Residues to prevent damage or injury to adjoining property owners, lessees or others, and that the Buyer will prevent the Missouri Residues from encroaching on the property adjoining the

Missouri site. Buyer agrees to indemnify Seller and hold it harmless from all suits, actions, damages, costs (including, but not limited to, attorneys' fees, liabilities, losses, claims and demands arising from or related to claims of third parties against the Seller or the Missouri Residues, the Clean-up Materials or the Equipment, or to taxes, license fees or charges thereon) attributable to the operation of the Missouri Site for the period subsequent to the Closing Date. Buyer shall restore the surface of that portion of the Missouri site upon which the ore residue materials were stockpiled in a manner sufficient to meet the requirements of the above described lease, the requirements of the Atomic Energy Commission and the State of Missouri, and complete all such work by October 1, 1971 or the date fixed by any notice of termination given by the Lessor for the termination of the Lease referred to in paragraph B. 13 (a), whichever date occurs earlier.

15. Seller's Representative on Buyer's Premises. Buyer agrees to permit agent of Seller to enter Buyer's premises at any time during the term of this Agreement and be permitted to inspect and review all actions to be performed by Buyer hereunder and to inspect and copy during normal office hours such records as are required by Seller to verify Buyer's performance hereunder.

16. Assignment of Agreement. Buyer shall not transfer or assign its rights under the terms of this Agreement without the written consent of Seller, which consent will not be unreasonably withheld; provided, that if Buyer shall merge into or become consolidated with another corporation, Seller's consent to the assignment shall not be required if (a) the corporation surviving such merger or consolidation assumes in writing the Buyer's obligations hereunder; and (b) the corporation surviving such merger



or consolidation shall, in the judgment of Seller, be financially and otherwise capable to perform Buyer's obligations under this Agreement.

17. Force Majeure. If at any time prior to May 1, 1970 Buyer is actively engaged in the drying and shipping of the Missouri Residues and is enjoined or prevented from the continuation of such drying and shipping by any person, corporation or governmental agency, the monthly payments to be made by Buyer hereunder shall be applied to the reduction of the Colorado Residue purchase price until such time as the injunction or prohibition is removed.

18. Guaranty. Buyer's obligations hereunder shall be guaranteed in writing by Robert O. Anderson and Donald B. Anderson. Upon the execution and delivery to Seller of such guaranty, all previous guaranties made by Robert O. Anderson and Donald B. Anderson in any way relating to the Residue Purchase Agreement shall be null and void. Such written guarantee shall survive any merger, consolidation, sale or other disposition of Buyer subsequent to the Closing Date.

19. Notices. All notices or instructions required to be given under the terms hereof shall be in writing and shall be validly and sufficiently made and given if mailed, postage prepaid, by certified mail, to Buyer at P. O. Box 1000, Roswell, New Mexico 88201, or to Seller at 105 West Adams, Chicago, Illinois 60603.

20. Construction of Agreement. This Agreement shall be deemed to be a contract under the laws of the State of Colorado and for all purposes shall be construed in accordance with such laws.

21. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

ATTEST:

Robert E. Storch  
Secretary

COMMERCIAL DISCOUNT CORPORATION

By [Signature]  
President

SELLER

ATTEST:

[Signature]  
Secretary

COTTER CORPORATION (N.S.L.)

By David P. Marcott  
Exec. Vice President

BUYER

For Value Received, and in consideration of advances made or to be made, or credit given or to be given, or other financial accommodation from time to time afforded or to be afforded to Cotter Corporation, NSL, a New Mexico corporation, Box 1000, Roswell, New Mexico (hereinafter designated

~~1014126220K 11K 12K 13K 14K 15K 16K 17K 18K 19K 20K 21K 22K 23K 24K 25K 26K 27K 28K 29K 30K 31K 32K 33K 34K 35K 36K 37K 38K 39K 40K 41K 42K 43K 44K 45K 46K 47K 48K 49K 50K 51K 52K 53K 54K 55K 56K 57K 58K 59K 60K 61K 62K 63K 64K 65K 66K 67K 68K 69K 70K 71K 72K 73K 74K 75K 76K 77K 78K 79K 80K 81K 82K 83K 84K 85K 86K 87K 88K 89K 90K 91K 92K 93K 94K 95K 96K 97K 98K 99K 100K 101K 102K 103K 104K 105K 106K 107K 108K 109K 110K 111K 112K 113K 114K 115K 116K 117K 118K 119K 120K 121K 122K 123K 124K 125K 126K 127K 128K 129K 130K 131K 132K 133K 134K 135K 136K 137K 138K 139K 140K 141K 142K 143K 144K 145K 146K 147K 148K 149K 150K 151K 152K 153K 154K 155K 156K 157K 158K 159K 160K 161K 162K 163K 164K 165K 166K 167K 168K 169K 170K 171K 172K 173K 174K 175K 176K 177K 178K 179K 180K 181K 182K 183K 184K 185K 186K 187K 188K 189K 190K 191K 192K 193K 194K 195K 196K 197K 198K 199K 200K 201K 202K 203K 204K 205K 206K 207K 208K 209K 210K 211K 212K 213K 214K 215K 216K 217K 218K 219K 220K 221K 222K 223K 224K 225K 226K 227K 228K 229K 230K 231K 232K 233K 234K 235K 236K 237K 238K 239K 240K 241K 242K 243K 244K 245K 246K 247K 248K 249K 250K 251K 252K 253K 254K 255K 256K 257K 258K 259K 260K 261K 262K 263K 264K 265K 266K 267K 268K 269K 270K 271K 272K 273K 274K 275K 276K 277K 278K 279K 280K 281K 282K 283K 284K 285K 286K 287K 288K 289K 290K 291K 292K 293K 294K 295K 296K 297K 298K 299K 300K 301K 302K 303K 304K 305K 306K 307K 308K 309K 310K 311K 312K 313K 314K 315K 316K 317K 318K 319K 320K 321K 322K 323K 324K 325K 326K 327K 328K 329K 330K 331K 332K 333K 334K 335K 336K 337K 338K 339K 340K 341K 342K 343K 344K 345K 346K 347K 348K 349K 350K 351K 352K 353K 354K 355K 356K 357K 358K 359K 360K 361K 362K 363K 364K 365K 366K 367K 368K 369K 370K 371K 372K 373K 374K 375K 376K 377K 378K 379K 380K 381K 382K 383K 384K 385K 386K 387K 388K 389K 390K 391K 392K 393K 394K 395K 396K 397K 398K 399K 400K 401K 402K 403K 404K 405K 406K 407K 408K 409K 410K 411K 412K 413K 414K 415K 416K 417K 418K 419K 420K 421K 422K 423K 424K 425K 426K 427K 428K 429K 430K 431K 432K 433K 434K 435K 436K 437K 438K 439K 440K 441K 442K 443K 444K 445K 446K 447K 448K 449K 450K 451K 452K 453K 454K 455K 456K 457K 458K 459K 460K 461K 462K 463K 464K 465K 466K 467K 468K 469K 470K 471K 472K 473K 474K 475K 476K 477K 478K 479K 480K 481K 482K 483K 484K 485K 486K 487K 488K 489K 490K 491K 492K 493K 494K 495K 496K 497K 498K 499K 500K 501K 502K 503K 504K 505K 506K 507K 508K 509K 510K 511K 512K 513K 514K 515K 516K 517K 518K 519K 520K 521K 522K 523K 524K 525K 526K 527K 528K 529K 530K 531K 532K 533K 534K 535K 536K 537K 538K 539K 540K 541K 542K 543K 544K 545K 546K 547K 548K 549K 550K 551K 552K 553K 554K 555K 556K 557K 558K 559K 560K 561K 562K 563K 564K 565K 566K 567K 568K 569K 570K 571K 572K 573K 574K 575K 576K 577K 578K 579K 580K 581K 582K 583K 584K 585K 586K 587K 588K 589K 590K 591K 592K 593K 594K 595K 596K 597K 598K 599K 600K 601K 602K 603K 604K 605K 606K 607K 608K 609K 610K 611K 612K 613K 614K 615K 616K 617K 618K 619K 620K 621K 622K 623K 624K 625K 626K 627K 628K 629K 630K 631K 632K 633K 634K 635K 636K 637K 638K 639K 640K 641K 642K 643K 644K 645K 646K 647K 648K 649K 650K 651K 652K 653K 654K 655K 656K 657K 658K 659K 660K 661K 662K 663K 664K 665K 666K 667K 668K 669K 670K 671K 672K 673K 674K 675K 676K 677K 678K 679K 680K 681K 682K 683K 684K 685K 686K 687K 688K 689K 690K 691K 692K 693K 694K 695K 696K 697K 698K 699K 700K 701K 702K 703K 704K 705K 706K 707K 708K 709K 710K 711K 712K 713K 714K 715K 716K 717K 718K 719K 720K 721K 722K 723K 724K 725K 726K 727K 728K 729K 730K 731K 732K 733K 734K 735K 736K 737K 738K 739K 740K 741K 742K 743K 744K 745K 746K 747K 748K 749K 750K 751K 752K 753K 754K 755K 756K 757K 758K 759K 760K 761K 762K 763K 764K 765K 766K 767K 768K 769K 770K 771K 772K 773K 774K 775K 776K 777K 778K 779K 780K 781K 782K 783K 784K 785K 786K 787K 788K 789K 790K 791K 792K 793K 794K 795K 796K 797K 798K 799K 800K 801K 802K 803K 804K 805K 806K 807K 808K 809K 810K 811K 812K 813K 814K 815K 816K 817K 818K 819K 820K 821K 822K 823K 824K 825K 826K 827K 828K 829K 830K 831K 832K 833K 834K 835K 836K 837K 838K 839K 840K 841K 842K 843K 844K~~

SIGNED, SEALED AND DELIVERED by the undersigned, at Chicago, Illinois, this 28

Poswell, New Mexico

V. L. O. C.

Robert O. Anderson

Donald B Anderson

Donald B. Anderson

(Seal)  
COT DO. 3 2

320-20-0  
2324-20-6  
Executed  
12/29/69

Site:	Westlake LDF
ID #:	MOD079900932
Break:	11.6
Other:	Cotter Corp
	N/A

# BILL OF SALE

COMMERCIAL DISCOUNT CORPORATION, a Delaware corporation, herein called "Seller," hereby sells, assigns, transfers and conveys to COTTER CORPORATION (N.S.L.), a New Mexico corporation, herein called "Buyer," all of the following described personal property:

A. The Colorado Raffinate and the Congo Raffinate remaining on land located at 9200 Latty Avenue, <sup>Hazelwood, Missouri</sup> and adjoining land described in a lease dated February 22, 1967 between Norfolk & Western Railway Company and Seller, which contain at least .2 of 1% of  $U_3O_8$ .

B. The Clean-up Material remaining on land located at <sup>said</sup> 9200 Latty Avenue, and adjoining land described in a lease dated February 22, 1967 between Norfolk & Western Railway Company and Seller, including all Colorado and Congo Raffinate containing less than .2 of 1% of  $U_3O_8$ , all the Drummed Residue, all the leached Barium Sulfate, all the Barium Sulfate, and all the C-Slag.

C. The Equipment described in Exhibit A attached hereto and made a part hereof, except that it is not intended by this Bill of Sale to sell, convey or transfer any apparatus, equipment or property used to supply heat, gas, water, light, power, air conditioning or refrigeration (whether single units or centrally controlled) which are used or necessary to the operation or maintenance of the buildings located on the premises known as 9200 Latty Avenue, Hazelwood, Missouri.

WLA  
0263

COT 0035

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this                      day of December, 1969.

By \_\_\_\_\_  
President

On this \_\_\_\_\_ day of \_\_\_\_\_, 1969, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the President of COMMERCIAL DISCOUNT CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: \_\_\_\_\_

EXHIBIT A

COMMERCIAL DISCOUNT CORPORATION  
Latty Avenue Plant, St. Louis, Mo.

I N V E N T O R Y

1 Fisher Oven 0.7 ft.<sup>3</sup> S/N 51761 (115V)  
1 Staplex Air Sampler Type TFIA, S/N 7562  
1 Drafting Table, 3' x 5' (Mayline)  
1 3' T-square  
1 2' x 3' drawing board (1 bad edge)  
1 30 cup coffee maker  
1 Underwood typewriter (ancient)  
3 D-handle square point shovel  
9 Lockers - 1' x 6' each  
1 Eureka bag type vacuum cleaner  
1 Oasis water cooler  
1 Ohavs-Triplebeam balances with weights, Cap. 2610 gms.  
1 Steel drafting stool  
2 Haskell office chairs , swivel with arms  
1 Winfield office chair, swivel without arms  
2 Haskell office chair no arms  
1 2' x 4' chalk board.  
3 How steel desks  
1 Typewriter table  
1 Admiral refrigerator 2' x 2' x 4 $\frac{1}{2}$ '  
1 3' x 5' steel kitchen cabinet  
1 Hon- 4 drawer steel letter size file cabinet  
1 Ludlum Gieger Counter Model 12  
6 Respirators  
1 42" x 5' x 18" deep metal clothes closet  
1 4 drawer dresser  
1 Standard bed - no headboard  
1 End Table  
1 Table lamp  
1 17" Portable TV - NG  
1 Footstool  
1 Easy chair  
1 Bissell carpet sweeper  
1 Breakfast set - 4 chairs  
1 18 W Eico FM receiver Eico 2715  
1 500 gal. Propane tank  
1 Norge automatic washer  
1 Norge wrinkle out dryer  
5 Prs. rubber insulated boots  
2 55 gal. drums 30W series 3 Gulf Super duty motor oil  
24 55 gal. drums Aerospray 52 binder  
1 Jackson wheelbarrow - M-4 $\frac{1}{2}$   
3 7B-8259 Caterpillar filter elements  
2 5S484 Caterpillar filter elements  
3 376 374 R91 Wix filter elements  
2 IH259480R92 filter elements  
12 CW-161MP Wix filter elements  
2 CW-136MP Wix filter elements  
16 CW-133MP Wix filter elements  
12 CW-149MP Wix filter elements  
2 CW-74 Wix filter elements  
2 CW-139MP Wix filter elements  
1 CW-270MP Wix filter elements  
1 PC-60 Wix filter elements  
1 PC-10 Wix Oil filter element  
2 CW-511MP Wix fuel filter element  
2 Tachometers  
1 5# roll  $\frac{1}{2}$ " plastic metallic packing-braided (Connecut)  
1 5# roll 5/16" plastic metallic packing-braided (Connecut)  
1 5# roll  $\frac{1}{2}$ " plastic metallic packing-braided (Connecut)  
Assorted used bearings  
2 Sealmaster ER-63 bearings 4" ID  
2 Sealmaster P-213 pillow blocks 2-15/16 ID  
1 Sealmaster SA-3-33D bearing 3 $\frac{1}{4}$ " ID  
1 Dodge Speed Drop Cutout Part No. 313001  
2 5 gal. Gulflube motor oil XHD-10  
1 4' wooden level - poor condition  
1 Lincoln electric motor - no tag - 10 HP ?  
1 Dodge taper lock sprocket, part # 100571 size #TLB with bushing,  
bushing required 2012, marked dryer gear box  
1 Timken HN 813849 Cone approx. 3"  
1 Sealmaster bearing 30-E96

WLA 0265

Inventory continued-

1	Sealmaster bearing S-A3-27, 2-7/16 ID
1	Assortment of V-belts, most used
1	5 gal. can hydraulic oil (fork lift)
1	bucket type grease pump
	Barber - Greene parts
2	K3 857-18 Shaft
2	H3 857 19W bearing hanger
2	30E 37 Bearing hanger
4	27C95 Hex nut
4	E 46 163 TI 76 22B (spacers)?
4	27L81 Lock washer
2	D 19-499W sprocket
2	T-3-951 collar
4	27H05 HHCS (bolts)
2	27L58 cut washer
1	23C66 Alemite grease fitting
1	A858-58W Idler support
4	EL-17-9 washer
5	large unidentified parts
1	3" gas regulating valve
1	Honeywell temperature control
1	Honeywell 8" motorized valve used
	type M931C 1025 24 volt
	approx. 250# assorted welding rod
1	assortment cable clamps and hooks \$25
1	assorted batteries out of equipment
1	10A Schaver battery charger Model C6612
1	roll .004x24' x 100' clear plastic
2	rolls .012 x 12' x 45' black plastic
8'	approx. - 3/8" copper tubing
1	box - 1/4" metal hooks, probably to hook over side of Railroad car to
	hold plastic
30	E-Z load 14 1/2 oz. Gulflex A grease cartridges
5	Realfilm 14 oz multipurpose lubricant
1	battery hydrometer
1	battery carrying strap
2	300 gal tanks on stands
1	International T 340 track mounted front end loader with 1 yd.?
	bucket, Model 34OK3, S/N A1693
1	D-7 cat with angle dozer
1	Ross Lift truck model 6 S/N 13866, engine # 2842099
1	Worthington pump 3CNFE 62 S/N A176698, 6-3/8" Dia. Imp. powered by
1	20 HP Century Squirrel-cage induction polyphase motor model SC-286V-FMA, EMI
	9-310268-01, S/N 6G- complete with controls
9	sets work clothes consisting of Sears Permapress pants & shirts, 1 extra pant
10#	approx. brass acetylene welding rod
20'	1/4" copper tubing
15'	3/8" copper tubing
1	lot, miscellaneous small electrical wire
1	sythe
1	bundle 1/2" rope - used
1	vehicle tail pipe
1	2" hose clamp
8	1 1/2" hose clamp
1	1" hose clamp
1	antifreeze hydrometer
1	1/4" sir hose 50'?
1	garden sprinler can
1	funnel
2	1 qt. filler can
2	1 gal. filler can
1	sewer rod
150	Flexco belt fasteners size 1E
2	welding helmets
1	air filler hose complete with gauge
4	hydraulic hose with fittings /ough part no. 174967
1	hydraulic hose with fittings
1	7/8" socket built onto ratchet handle
1	hand brace
1	set of tools for Flexco fasteners-
1	12/3 extension cord 50'?
4	Aluminum hard hats
6	suits foul weather gear
1	long foul weather coat
1	1 qt. oil squirt can
1	hydraulic jack 12 ton

MLA

0266

1 hydraulic jack 25 ton  
 1 box (75?) 1/2" band-it buckles stainless  
 100' Band-it 1/2" stainless band  
 1 Band-it tool  
 8 7.9 oz. Westleys Instant Start  
 1 hand grease gun marked 3.29  
 1 qt. Rust-oleum  
 1 pr. safety goggles  
 1 fraction drill index in 32nds, 4 drills missing  
 1 Assortment Alemite fittings  
 1 hand caulking gun  
 1 4 way lug wrench  
 1 Simer paddle pump apparetly NG  
 1 Sears 1/3 HP motor for above  
 1 gal. rigid thread cutting oil  
 1 1# spray can belt dressing  
 5 cans stop leak  
 1 tank type engine heater  
 1 box miscellaneous pipe fittings, 20 pcs. old and new  
 1 cigar box brass fittings for copper tubing old and new  
 1 qt. hydraulic jack oil  
 1 gal. antifreeze  
 1 gal. brake fluid  
 1 box assorted nails 10#  
 1 pr foul weather pants (new)  
 1 box assorted screws - bolts - junk 40#  
 1 Black & Decker #998 8 1/4" power saw  
 S/n 8237471 and 2 extra blades  
 1 little giant sump pump model 6-CIA, S/n Z82970 - 115 V - 8 Amp  
 1 hand grease gun - Lincoln model 114  
 1 set belt mending tools - clamps, jacks, etc.  
 4 hand pumps for pumping oil from barrels  
 1 hand saw  
 1 7 x 7 x 24 metal tool box NG, filled with assorted junk  
 1 General dry chemical fire extinguished, 20#, model CP-20B, #208781  
 1 11" x 16" x 2" first aid kit  
 1 Utilitub 14 with mixing faucet  
 1 40 gal. hot water heater  
 1 assortment rubber garden hose well used  
 1 20# dry chemical fire extinguisher ~~large~~  
 1 set adjusting tools for equipment *LARGE*  
 1 lot assorted drive chains new & used 60' total?  
 1 lot log chains 3/8" 40' total old rusty  
 1 5/8" log chains 15'?  
 1 Coldspot refrigerator approx. 6' ~~3~~<sup>3</sup>  
 1 squeegee  
 1 hand weed cutter  
 1 12" push broom  
 2 D handle round point shovel  
 1 #2 D handle scoop shovel  
 1 8# double jack  
 1 sharpshooter shovel  
 1 RR pick  
 1 grubbing hoe type pick  
 2 hand barrel mover  
 2 car jacks  
 6 long handle square point shovel  
 6 long handle round point shovel  
 1 3' ~~3~~<sup>3</sup> bag Zonolite insulation  
 1 rake  
 2 bars  
 1 straight dozer blade for D-7  
 14 boxes 1" x 1 1/2" x 30' gaskets 11 pcs. ea.  
 for sealing RR car doors  
 1 Eclipse turbo-blower direct driven by Allis Chalmers 25 HP  
 S/N 51-678-937-278  
 2 10' sections conveyor - 1 bent up  
~~1 1964 Chevrolet 1/2 ton pickup~~  
 1 set external burners - 4 complete with regulators etc.  
 1 1" x 22' length of pipe  
 1 1 1/2" x 22' length of pipe  
 4 12:00 x 20 14 ply tires & wheels for dryer  
 4 electrical switches (look like junk)  
 1 24" x 8' pan conveyor - chain drive thru large gear reducer - frame over  
 motor prevents reading plate  
 1 Wabco Tournapull model D S/N GP 64196-DPAZ-S 1143 hrs.  
 with scraper Model D S/N S-92599-DM6-D



Inventory continued -

- 1 Wabco Tournapull model D S/N GP 64203-DPA2-S 1041 hours  
with scraper Model D S/N S-92622-DM6-E
- 1 24" x 55' conveyor powered by Westinghouse 7.5 HP S/n 6803103 G29  
belt driven thru gear reducer on 20" head pulley - conveyor frame  
36" wide x 24" deep - no tag I can find on gear reducer, ~~approx. 8" dia.~~  
~~24"~~
- 1 Barber Greene dryer (unable to find model or S/N) powered by GE Induction  
motor 75 HP s/N 5419274 - V-belt driven. Burner is Hauck model CLO 1275  
8X spec. T1748. Air is furnished by Clarage fan type O size 317 S/N 2659 AB  
powered by a Louis Allis motor 60 HP model 06032-2 (v-belt) S/N 3398051001
- 1 conveyor 18" x 63' (to load cars) portable & adjustable for height this is  
covered - can't get up to check drive probably 7½ HP belt driven thru gear  
reducer
- 40' metal frame scaffold 10' high
- 1 Barrel Aerospray 52 binder
- 2 homemade tanks for above approx. 300 gal.
- 1 20' wooden extension ladder
- 1 Eclipse safety shut off valve (gas)
- 1 Fuel oil pump with 2 HP Dayton motor
- 1 Cleveland 19½/1 gear reducer
- 1 4' dia. x 10' trailer mounted tank (Gulf) with Marlow pump powered by  
Briggs & Stratton engine
- 1 Wet Collector powered by IH diesel motor S/N VD109114 1412  
trailer mounted - Barber Greene
- 1 Dry dust collector Barber Greene powered by 125 HP Marathon Electric motor  
S/N 3LP14354 Clarage fan
- 1 Approx. 80# Gulf Crown grease E.P. #2
- 1 Approx. 40# Gulf multi-purpose gear lubricant
- 20 gal. Gulf multi purpose gear lubricant 140
- 5 gal. Gulflube HD-30
- 1 Wayne compressor Model 6228-SV S/N ME-22084  
powered by 5HPGE motor complete with 2' x 3' reciever
- 2 20# Badger dry chemical fire extinguishers
- 1 drum Gulf Legion 77 oil
- 1 5" x 15' suction hose complete with 6" footvalve
- 1 lump chopper on feed belt to dryer powered by 3 HP Delco motor

Everything is equipped with safety switches etc, which were not listed  
separately. It is not known whether or not transformers are owned by  
CDC. They were not inventoried.

MLA 0268

1050  
C  
2.32

BILL OF SALE

COMMERCIAL DISCOUNT CORPORATION, a Delaware corporation, herein called "Seller," hereby sells, assigns, transfers and conveys to COTTER CORPORATION (N.S.L.), a New Mexico corporation, herein called "Buyer," all of the following described personal property:

A. The Colorado Raffinate and the Congo Raffinate remaining on land located at 9200 Latty Avenue, <sup>Hazelwood, Missouri</sup> and adjoining land described in a lease dated February 22, 1967 between Norfolk & Western Railway Company and Seller, which contain at least .2 of 1% of  $U_3O_8$ .

B. The Clean-up Material remaining on <sup>said</sup> land located at 9200 Latty Avenue, and adjoining land described in a lease dated February 22, 1967 between Norfolk & Western Railway Company and Seller, including all Colorado and Congo Raffinate containing less than .2 of 1% of  $U_3O_8$ , all the Drummed Residue, all the leached Barium Sulfate, all the Barium Sulfate, and all the C-Slag.

C. The Equipment described in Exhibit A attached hereto and made a part hereof, except that it is not intended by this Bill of Sale to sell, convey or transfer any apparatus, equipment or property used to supply heat, gas, water, light, power, air conditioning or refrigeration (whether single units or centrally controlled) which are used or necessary to the operation or maintenance of the buildings located on the premises known as 9200 Latty Avenue, Hazelwood, Missouri.

State of Missouri )  
County of St. Louis ) ss  
FILED FOR RECORD .

JAN 5 1970  
At 11:05 O'clock A.M.

Edm. J. Chung  
Recorder of Deeds

MLA  
1338

Seller, for itself and its successors and assigns, hereby covenants and agrees with Buyer that the property described in A and B above is free and clear of all royalty, overriding royalty, production payments, mortgages, liens, encumbrances, claims or demands of any nature, and that Seller's title to the Equipment is good and marketable, and is free and clear of all mortgages, liens, encumbrances, claims or demands of any nature. Seller will warrant and defend forever said property in the quiet and peaceable possession of Buyer, its successors and assigns, against all and every person or persons claiming or to claim the whole or any part thereof.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 29th day of December, 1969.

COMMERCIAL DISCOUNT CORPORATION

ATTEST:

Robert E. Stoneberg

By

[Signature]

President

STATE OF Illinois

COUNTY OF Cook

} ss.

On this 29th day of December, 1969, before me appeared STEPHEN C. BEDNAR, to me personally known, who, being by me duly sworn, did say that he is the President of COMMERCIAL DISCOUNT CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and STEPHEN C. BEDNAR acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 3-30-71

I N V E N T O R Y

1 Fisher Oven 0.7 ft.<sup>3</sup> S/N 51761 (115V)  
1 Staplex Air Sampler Type TFIA, S/N 7562  
1 Drafting Table, 3' x 5' (Mayline)  
1 3' T-square  
1 2' x 3' drawing board (1 bad edge)  
1 30 cup coffee maker  
1 Underwood typewriter (ancient)  
3 D-handle square point shovel  
9 Lockers - 1' x 6' each  
1 Eureka bag type vacuum cleaner  
1 Oasis water cooler  
1 Ohavs-Triplebeam balances with weights, Cap. 2610 gms.  
1 Steel drafting stool  
2 Haskell office chairs, swivel with arms  
1 Winfield office chair, swivel without arms  
2 Haskell office chair no arms  
1 2' x 4' chalk board.  
3 Hon steel desks  
1 Typewriter table  
1 Admiral refrigerator 2' x 2' x 4 $\frac{1}{2}$ '  
1 3' x 5' steel kitchen cabinet  
1 Hon- 4 drawer steel letter size file cabinet  
1 Ludlum Gieger Counter Model 12  
6 Respirators  
1 42" x 5' x 18" deep metal clothes closet  
1 4 drawer dresser  
1 Standard bed - no headboard  
1 End Table  
1 Table lamp  
1 17" Portable TV - NG  
1 Footstool  
1 Easy chair  
1 Bissell carpet sweeper  
1 Breakfast set - 4 chairs  
1 18 W Eico FM receiver Eico 2715  
1 500 gal. Propane tank  
1 Norge automatic washer  
1 Norge wrinkle out dryer  
5 Prs. rubber insulated boots  
2 55 gal. drums 30W series 3 Gulf Super duty motor oil  
24 55 gal. drums Aerospray 52 binder  
1 Jackson wheelbarrow - M-4 $\frac{1}{2}$   
3 7B-8259 Caterpillar filter elements  
2 5S484 Caterpillar filter elements  
3 376 374 R91 Wix filter elements  
2 IH259480R92 filter elements  
12 CW-161MP Wix filter elements  
2 CW-136MP Wix filter elements  
16 CW-133MP Wix filter elements  
12 CW-149MP Wix filter elements  
2 CW-74 Wix filter elements  
2 CW-139MP Wix filter elements  
1 CW-270MP Wix filter elements  
1 PC-60 Wix filter elements  
1 PC-10 Wix Oil filter element  
2 CW-511MP Wix fuel filter element  
2 Tachometers  
1 5# roll  $\frac{1}{4}$ " plastic metallic packing-braided (Connecut)  
1 5# roll 5/16" plastic metallic packing-braided (Connecut)  
1 5# roll  $\frac{1}{4}$ " plastic metallic packing-braided (Connecut)  
Assorted used bearings  
2 Sealmaster ER-63 bearings 4" ID  
2 Sealmaster P-213 pillow blocks 2-15/16 ID  
1 Sealmaster SA-3-33D bearing 3 $\frac{1}{4}$ " ID  
1 Dodge Speed Drop Cutout Part No. 313001  
2 5 gal. Gulflube motor oil XHD-10  
1 4' wooden level - poor condition  
1 Lincoln electric motor - no tag - 10 HP ?  
1 Dodge taper lock sprocket, part # 100571 size #TLB with bushing,  
bushing required 2012, marked dryer gear box  
1 Tinker 121 813849 Cone approx. 3"  
1 Sealmaster bearing 30-E96

MLA 1340

Skm

RtS

1 Sealmaster bearing S-A3-27, 2-7/16 ID  
 1 Assortment of V-belts, most used  
 1 5 gal. can hydraulic oil (fork lift)  
 1 bucket type grease pump  
 Barber - Greene parts  
 2 K3 857-18 Shaft  
 2 K3 857 19W bearing hanger  
 2 30E 37 Bearing hanger  
 4 27C95 Hex nut  
 4 E 46 163 TI 76 22B (spacers)?  
 4 27L81 Lock washer  
 2 D 19-499W sprocket  
 2 T-3-951 collar  
 4 27H05 HHCS (bolts)  
 2 27L58 cut washer  
 1 23C66 Alemite grease fitting  
 1 A858-58W Idler support  
 4 EL-17-9 washer  
 5 large unidentified parts  
 1 3" gas regulating valve  
 1 Honeywell temperature control  
 1 Honeywell 8" motorized valve used  
 type M931C 1025 24 volt  
 approx. 250# assorted welding rod  
 1 assortment cable clamps and hooks \$25  
 1 assorted batteries out of equipment  
 1 10A Schaver battery charger Model C6612  
 1 roll .004x24' x 100' clear plastic  
 2 rolls .012 x 12' x 45' black plastic  
 8' approx. - 3/8" copper tubing  
 1 box - 1/4" metal hooks, probably to hook over side of Railroad car to  
 hold plastic  
 30 E-Z load 1 1/2 oz. Gulflex A grease cartridges  
 5 Realfilm 14 oz multipurpose lubricant  
 1 battery hydrometer  
 1 battery carrying strap  
 2 300 gal tanks on stands  
 1 International T 340 track mounted front end loader with 1 yd.?  
 bucket, Model 34OK3, S/N A1693  
 1 D-7 cat with angle dozer  
 1 Ross Lift truck model 6 S/N 13866, engine # 2842099  
 1 Worthington pump 3CNFE 62 S/N A176698, 6-3/8" Dia. Imp. powered by  
 1 20 HP Century Squirrel-cage induction polyphase motor model SC-286V-FMA, EMI  
 9-310268-01, S/N 6G- complete with controls  
 9 sets work clothes consisting of Sears Permapress pants & shirts, 1 extra pant.  
 10# approx. brass acetylene welding rod  
 20' 1/4" copper tubing  
 15' 3/8" copper tubing  
 1 lot, miscellaneous small electrical wire  
 1 sythe  
 1 bundle 1/2" rope - used  
 1 vehicle tail pipe  
 1 2" hose clamp  
 8 1 1/2" hose clamp  
 1 1" hose clamp  
 1 antifreeze hydrometer  
 1 1/4" sir hose 50'?  
 1 garden sprinkler can  
 1 funnel  
 2 1 qt. filler can  
 2 1 gal. filler can  
 1 sewer rod  
 150 Flexco belt fasteners size 1E  
 2 welding helmets  
 1 air filler hose complete with gauge  
 4 hydraulic hose with fittings Hough part no. 174967  
 1 hydraulic hose with fittings  
 1 7/8" socket built onto ratchet handle  
 1 hand brace  
 1 set of tools for Flexco fasteners  
 1 12/3 extension cord 50'?  
 4 Aluminum hard hats  
 6 suits foul weather gear  
 1 long foul weather coat  
 1 1 qt. oil squirt can  
 1 hydraulic jack 12 ton

1 hydraulic jack 25 ton  
 1 box (75?) band-it buckles stainless  
 100' Band-it 1/2" stainless band  
 1 Band-it tool  
 8 7.9 oz. Westleys Instant Start  
 1 hand grease gun marked 3.29  
 1 qt. Rust-oleum  
 1 pr. safety goggles  
 1 fraction drill index in 32nds, 4 drills missing  
 1 Assortment Alemite fittings  
 1 hand caulking gun  
 1 4 way lug wrench  
 1 Simer paddle pump apparetly NG  
 1 Sears 1/3 HP motor for above  
 1 gal. rigid thread cutting oil  
 1 1# spray can belt dressing  
 5 cans stop leak  
 1 tank type engine heater  
 1 box miscellaneous pipe fittings, 20 pcs. old and new  
 1 cigar box brass fittings for copper tubing old and new  
 1 qt. hydraulic jack oil  
 1 gal. antifreeze  
 1 gal. brake fluid  
 1 box assorted nails 10#  
 1 pr foul weather pants (new)  
 1 box assorted screws - bolts - junk 40#  
 1 Black & Decker #998 8 1/4" power saw  
 1 S/n 8237471 and 2 extra blades  
 1 little giant sump pump model 6-CIA, S/n Z82970 - 115 V - 8 Amp  
 1 hand grease gun - Lincoln model 114  
 1 set belt mending tools - clamps, jacks, etc.  
 4 hand pumps for pumping oil from barrels  
 1 hand saw  
 1 7 x 7 x 24 metal tool box NG, filled with assorted junk  
 1 General dry chemical fire extinguished, 20#, model CP-20B, G#208781  
 1 11" x 16" x 2" first aid kit  
 1 Utilitub 14 with mixing faucet  
 1 40 gal. hot water heater  
 1 assortment rubber garden hose well used  
 1 20# dry chemical fire extinguisher ~~large~~  
 1 set adjusting tools for equipment ~~large~~  
 1 lot assorted drive chains new & used 60' total?  
 1 lot log chains 3/8" 40' total old rusty  
 1 5/8" log chains 15'  
 1 Coldspot refrigerator approx. 6' ~~4'~~<sup>3'</sup>  
 3 squeegee  
 1 hand weed cutter  
 1 12" push broom  
 2 D handle round point shovel  
 1 #2 D handle scoop shovel  
 1 8# double jack  
 1 sharpshooter shovel  
 1 RR pick  
 1 grubbing hoe type pick  
 2 hand barrel mover  
 2 car jacks  
 6 long handle square point shovel  
 6 long handle round point shovel  
 1 3' ~~3"~~ bag Zonolite insulation  
 1 rake  
 2 bars  
 1 straight dozer blade for D-7  
 14 boxes 1" x 1 1/2" x 30' gaskets 11 pcs. ea.  
 for sealing RR car doors  
 1 Eclipse turbo-blower direct driven by Allis Chalmers 25 HP  
 S/N 51-678-937-278  
 2 10' sections conveyor - 1 bent up  
~~1 1966? Chev. 5 ton pickup~~  
 1 set external burners - 4 complete with regulators etc.  
 1 1" x 22' length of pipe  
 1 1 1/2" x 22' length of pipe  
 4 12:00 x 20 14 ply tires & wheels for dryer  
 1 electrical switches (look like junk)  
 1 24" x 8' pan conveyor - chain drive thru large gear reducer - frame over  
 motor prevents reading plate  
 1 Wabco Tournapull model D S/N GP 64196-DPAZ-S 1143 hrs.  
 with scraper Model D S/N S-92599-DPZ-D

MLA

1342

su- pth

- 1 Wabco Tournapull model D S/N GP 64203-DFA2-3 1041 hours  
with scraper Model D S/N S-22622-DN6-E
- 1 24" x 55' conveyor powered by Westinghouse 7.5 HP S/n 6303103 G29  
belt driven thru gear reducer on 20" head pulley - conveyor frame  
36" wide x 24" deep - no tag I can find on gear reducer, ~~anywhere~~.
- 1 Barber Greene dryer (unable to find model or S/N) powered by GE Induction  
motor 75 HP s/N 5419274 - V-belt driven. Burner is Hauck model CLO 1275  
8X spec. T1748. Air is furnished by Clarage fan type O size 317 S/N 2659 AB  
powered by a Louis Allis motor 60 HP model 06032-2 (v-belt) S/N 3398051001
- 1 conveyor 18" x 63' (to load cars) portable & adjustable for height this is  
covered - can't get up to check drive probably 7½ HP belt driven thru gear  
reducer
- 40' metal frame scaffold 10' high
- 1 Barrel Aerospray 52 binder
- 2 homemade tanks for above approx. 300 gal.
- 1 20' wooden extension ladder
- 1 Eclipse safety shut off valve (gas)
- 1 Fuel oil pump with 2 HP Dayton motor
- 1 Cleveland 19½/1 gear reducer
- 1 4' dia. x 10' trailer mounted tank (Gulf) with Marlow pump powered by  
Briggs & Stratton engine
- 1 Wet Collector powered by IH diesel motor S/N VD109114 1412  
trailer mounted - Barber Greene
- 1 Dry dust collector Barber Greene powered by 125 HP Marathon Electric motor  
S/N 3LP14354 Clarage fan
- 1 Approx. 80# Gulf Crown grease E.P. #2
- 1 Approx. 40# Gulf multi-purpose gear lubricant
- 20 gal. Gulf multi purpose gear lubricant 140
- 5 gal. Gulf lube HD-30
- 1 Wayne compressor Model 6228-SV S/N ME-22084  
powered by 5HPGE motor complete with 2' x 3' reciever
- 2 20# Badger dry chemical fire extinguishers
- 1 drum Gulf Legion 77 oil
- 1 5" x 15' suction hose complete with 6" footvalve
- 1 lump chopper on feed belt to dryer powered by 3 HP Delco motor

Everything is equipped with safety switches etc, which were not listed  
separately. It is not known whether or not transformers are owned by  
CDC. They were not inventoried.

MLA 1343

RECEIVED JAN 5 1970

BILL OF SALE

COMMERCIAL DISCOUNT CORPORATION, a Delaware corporation, herein called "Seller," hereby sells, assigns, transfers and conveys to COTTER CORPORATION (N.S.L.), a New Mexico corporation, herein called "Buyer," all of the following described personal property:

A. The Colorado Raffinate and the Congo Raffinate remaining on land located at 9200 Latty Avenue, <sup>Hazelwood, Missouri</sup> and adjoining land described in a lease dated February 22, 1967 between Norfolk & Western Railway Company and Seller, which contain at least .2 of 1% of  $U_3O_8$ .

B. The Clean-up Material remaining on <sup>said</sup> land located at 9200 Latty Avenue, and adjoining land described in a lease dated February 22, 1967 between Norfolk & Western Railway Company and Seller, including all Colorado and Congo Raffinate containing less than .2 of 1% of  $U_3O_8$ , all the Drummed Residue, all the leached Barium Sulfate, all the Barium Sulfate, and all the C-Slag.

C. The Equipment described in Exhibit A attached hereto and made a part hereof, except that it is not intended by this Bill of Sale to sell, convey or transfer any apparatus, equipment or property used to supply heat, gas, water, light, power, air conditioning or refrigeration (whether single units or centrally controlled) which are used or necessary to the operation or maintenance of the buildings located on the premises known as 9200 Latty Avenue, Hazelwood, Missouri.



Seller, for itself and its successors and assigns, hereby covenants and agrees with Buyer that the property described in A and B above is free and clear of all royalty, overriding royalty, production payments, mortgages, liens, encumbrances, claims or demands of any nature, and that Seller's title to the Equipment is good and marketable, and is free and clear of all mortgages, liens, encumbrances, claims or demands of any nature. Seller will warrant and defend forever said property in the quiet and peaceable possession of Buyer, its successors and assigns, against all and every person or persons claiming or to claim the whole or any part thereof.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 27th day of December, 1969.

ATTEST:

Robert E. Honenberg

COMMERCIAL DISCOUNT CORPORATION

By

[Signature]  
President

STATE OF Illinois }  
COUNTY OF Cook } ss.

On this 27th day of December, 1969, before me appeared STEPHEN C. BETENHAR, to me personally known, who, being by me duly sworn, did say that he is the President of COMMERCIAL DISCOUNT CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and STEPHEN C. BETENHAR acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 3-30-71.

I N V E N T O R Y

1 Fisher Oven 0.7 ft.<sup>3</sup> S/N 51761 (115V)  
 1 Staplex Air Sampler Type TFTA, S/N 7562  
 1 Drafting Table, 3' x 5' (Mayline)  
 1 3' T-square  
 1 2' x 3' drawing board (1 bad edge)  
 1 30 cup coffee maker  
 1 Underwood typewriter (ancient)  
 3 D-handle square point shovel  
 9 Lockers - 1' x 6' each  
 1 Eureka bag type vacuum cleaner  
 1 Oasis water cooler  
 1 Ohavs-Triplebeam balances with weights, Cap. 2610 gms.  
 1 Steel drafting stool  
 2 Haskell office chairs, swivel with arms  
 1 Winfield office chair, swivel without arms  
 2 Haskell office chair no arms  
 1 2' x 4' chalk board.  
 3 How steel desks  
 1 Typewriter table  
 1 Admiral refrigerator 2' x 2' x 4½'  
 1 3' x 5' steel kitchen cabinet  
 1 Hon- 4 drawer steel letter size file cabinet  
 1 Ludlum Gieger Counter Model 12  
 6 Respirators  
 1 42" x 5' x 18" deep metal clothes closet  
 1 4 drawer dresser  
 1 Standard bed - no headboard  
 1 End Table  
 1 Table lamp  
 1 17" Portable TV - NG  
 1 Footstool  
 1 Easy chair  
 1 Bissell carpet sweeper  
 1 Breakfast set - 4 chairs  
 1 18 W Eico FM receiver Eico 2715  
 1 500 gal. Propane tank  
 1 Norge automatic washer  
 1 Norge wrinkle out dryer  
 5 Prs. rubber insulated boots  
 2 55 gal. drums 30W series 3 Gulf Super duty motor oil  
 24 55 gal. drums Aerospray 52 binder ←  
 1 Jackson wheelbarrow - M-4½  
 3 7B-8259 Caterpillar filter elements  
 2 5S484 Caterpillar filter elements  
 3 376 374 R91 Wix filter elements  
 2 IH259480R92 filter elements  
 12 CW-161MP Wix filter elements  
 2 CW-136MP Wix filter elements  
 16 CW-133MP Wix filter elements  
 12 CW-1149MP Wix filter elements  
 2 CW-74 Wix filter elements  
 2 CW-139MP Wix filter elements  
 1 CW-270MP Wix filter elements  
 1 PC-60 Wix filter elements  
 1 PC-10-4Wix Oil filter element  
 2 CW-511MP Wix fuel filter element  
 2 Tachometers  
 1 5# roll ½" plastic metallic packing-braided (Connecut)  
 1 5# roll 5/16" plastic metallic packing-braided (Connecut)  
 1 5# roll ¾" plastic metallic packing-braided (Connecut)  
 Assorted used bearings  
 2 Sealmaster ER-63 bearings 4" ID  
 2 Sealmaster P-213 pillow blocks 2-15/16 ID  
 1 Sealmaster SA-3-33D bearing ¾" ID  
 1 Dodge Speed Drop Outout Part No. 313001  
 2 5 gal. Gulfube motor oil XHD-10  
 1 4' wooden level - poor condition  
 1 Lincoln electric motor - no tag - 10 HP ?  
 1 Dodge taper lock sprocket, part # 100571 size #TLB with bushing,  
 bushing required 2012, marked dryer gear box  
 1 Tinken 18W 813849 Cone approx. 3"  
 1 Sealmaster bearing 30-E96

1	Sealmaster bearing S-A3-27, 2-7/16 ID
1	Assortment of V-belts, most used
1	5 gal. can hydraulic oil (fork lift)
1	bucket type grease pump
	Barber - Greene parts
2	K3 857-18 Shaft
2	H3 857 19W bearing hanger
2	30E 37 Bearing hanger
4	27C95 Hex nut
4	E 46 163 TI 76 22B (spacers)?
4	27I81 Lock washer
2	D 19-499W sprocket
2	T-3-951 collar
4	27H05 IHCS (bolts)
2	27L58 cut washer
1	23C66 Alemite grease fitting
1	A858-58W Idler support
4	EL-17-9 washer
5	large unidentified parts
1	3" gas regulating valve
1	Honeywell temperature control
1	Honeywell 8" motorized valve used
	type M931C 1025 24 volt
	approx. 250# assorted welding rod
1	assortment cable clamps and hooks \$25
1	assorted batteries out of equipment
1	10A Schaver battery charger Model C6612
1	roll .004x24' x 100' clear plastic
2	rolls .012 x 12' x 45' black plastic
8'	approx. - 3/8" copper tubing
1	box - 1/4" metal hooks, probably to hook over side of Railroad car to
	hold plastic
30	E-Z load 14 1/2 oz. Gulflex A grease cartridges
5	Realfilm 14 oz multipurpose lubricant
1	battery hydrometer
1	battery carrying strap
2	300 gal tanks on stands
1	International T 340 track mounted front end loader with 1 yd. bucket, Model 34OK3, S/N A1693
1	D-7 cat with angle dozer
1	Ross Lift truck model 6 S/N 13866, engine # 2842099
1	Worthington pump 3CNFE 62 S/N A176698, 6-3/8" Dia. Imp. powered by
1	20 HP Century Squirrel-cage induction polyphase motor model SC-286V-FMA, EMI
	9-310268-01, S/N 6G- complete with controls
9	sets work clothes consisting of Sears Permapress pants & shirts, 1 extra pants
10#	approx. brass acetylene welding rod
20'	1/4" copper tubing
15'	3/8" copper tubing
1	lot, miscellaneous small electrical wire
1	sythe
1	bundle 1/2" rope - used
1	vehicle tail pipe
1	2" hose clamp
8	1 1/2" hose clamp
1	1" hose clamp
1	antifreeze hydrometer
1	1/4" sir hose 50'?
1	garden sprinler can
1	funnel
2	1 qt. filler can
2	1 gal. filler can
1	sewer rod
150	Flexco belt fasteners size 1E
2	welding helmets
1	air filler hose complete with gauge
4	hydraulic hose with fittings /ough part no. 174967
1	hydraulic hose with fittings
1	7/8" socket built onto ratchet handle
1	hand brace
1	set of tools for Flexco fasteners
1	12/3 extension cord 50'?
4	Aluminum hard hats
6	suits foul weather gear
1	long foul weather coat
1	1 qt. oil squirt can
1	hydraulic jack 12 ton

1/24/75  
Included to Leo  
Diorio for SS Pipe for the

100' Band-it buckles stainless  
 Band-it 1/2" stainless band  
 Band-it tool  
 8 7.9 oz. Westleys Instant Start  
 1 hand grease gun marked 3.29  
 1 qt. Rust-oleum  
 1 pr. safety goggles  
 1 fraction drill index in 32nds, 4 drills missing  
 1 Assortment Alemite fittings  
 1 hand caulking gun  
 1 4 way lug wrench  
 1 Simer paddle pump apparatly NG  
 1 Sears 1/3 HP motor for above  
 1 gal. rigid thread cutting oil  
 1 1# spray can belt dressing  
 5 cans stop leak  
 1 tank type engine heater  
 1 box miscellaneous pipe fittings, 20 pcs. old and new  
 1 cigar box brass fittings for copper tubing old and new  
 1 qt. hydraulic jack oil  
 1 gal. antifreeze  
 1 gal. brake fluid  
 1 box assorted nails 10#  
 1 pr foul weather pants (new)  
 1 box assorted screws - bolts - junk 40#  
 1 Black & Decker #998 8 1/2" power saw  
 S/n 8237471 and 2 extra blades  
 1 little giant sump pump model 6-CIA, S/n 282970 - 115 V - 8 Amp  
 1 hand grease gun - Lincoln model 114  
 1 set belt mending tools - clamps, jacks, etc.  
 4 hand pumps for pumping oil from barrels  
 1 hand saw  
 1 7 x 7 x 24 metal tool box NG, filled with assorted junk  
 1 General dry chemical fire extinguished, 20#, model CP-20B, C#208781  
 1 11" x 16" x 2" first aid kit  
 1 Utilitub 14 with mixing faucet  
 1 40 gal. hot water heater  
 1 assortment rubber garden hose well used  
 1 20# dry chemical fire extinguisher - ~~large~~  
 1 set adjusting tools for equipment *LARGE*  
 1 lot assorted drive chains new & used 60' total?  
 1 lot log chains 3/8" 40' total old rusty  
 1 5/8" log chains 15'?  
 1 Coldspot refrigerator approx. 6' ~~3~~<sup>3</sup>  
 1 squeegee  
 1 hand weed cutter  
 1 12" push broom  
 2 D handle round point shovel  
 1 #2 D handle scoop shovel  
 1 8# double jack  
 1 sharpshooter shovel  
 1 RR pick  
 1 grubbing hoe type pick  
 2 hand barrel mover  
 2 car jacks  
 6 long handle square point shovel  
 6 long handle round point shovel  
 1 3' ~~3~~<sup>3</sup> bag Zonolite insulation  
 1 rake  
 2 bars  
 1 straight dozer blade for D-7  
 14 boxes 1" x 1 1/2" x 30' gaskets 11 pcs. ea.  
 for sealing RR car doors  
 1 Eclipse turbo-blower direct driven by Allis Chalmers 25 HP  
 S/N 51-678-937-278  
 2 10' sections conveyor - 1 bent up  
~~1 1966? Chevrolet pickup~~  
 1 set external burners - 4 complete with regulators etc.  
 1 1" x 22' length of pipe  
 1 1 1/2" x 22' length of pipe  
 4 12:00 x 20 14 ply tires & wheels for dryer  
 4 electrical switches (look like junk)  
 1 24" x 8' pan conveyor - chain drive thru large gear reducer - frame over  
 motor prevents reading plate  
 1 Wabco Tournapull model D S/N GP 6h196-DPAZ-S 1143 hrs. MIL0110266  
 with scraper Model D S/N S-92599-DMS-D

- Waste Transporter model D S/N GP 64203-DPA2-S 1041 hours
- with scraper Model D S/N S-92622-DMS-E
- 1 24" x 55' conveyor powered by Westinghouse 7.5 HP S/n 6803103 029
- belt driven thru gear reducer on 20" head pulley - conveyor frame
- 36" wide x 24" deep - no tag I can find on gear reducer, ~~apex~~ ~~apex~~.
- 1 Barber Greene dryer (unable to find model or S/N) powered by GE Induction
- motor 75 HP s/N 5419274 - V-belt driven. Burner is Hauck model CLO 1275
- 8X spec. T1748. Air is furnished by Clarage fan type O size 317 S/N 2659 A
- 1 powered by a Louis Allis motor 60 HP model 06032-2 (v-belt) S/N 3398051001
- conveyor 18" x 63' (to load cars) portable & adjustable for height this is
- covered - can't get up to check drive probably 7½ HP belt driven thru gear
- reducer
- 40' metal frame scaffold 10' high
- 1 Barrel Aerospray 52 binder ←
- 2 homemade tanks for above approx. 300 gal.
- 1 20' wooden extension ladder
- 1 Eclipse safety shut off valve (gas)
- 1 Fuel oil pump with 2 HP Dayton motor
- 1 Cleveland 19½/1 gear reducer
- 1 4' dia. x 10' trailer mounted tank (Gulf) with Marlow pump powered by
- Briggs & Stratton engine
- 1 Wet Collector powered by IH diesel motor S/N VD109114 1412
- trailer mounted - Barber Greene
- 1 Dry dust collector Barber Greene powered by 125 HP Marathon Electric motor
- S/N 3LP14354 Clarage fan
- 1 Approx. 80# Gulf Crown grease E.P. #2
- 1 Approx. 40# Gulf multi-purpose gear lubricant
- 20 gal. Gulf multi purpose gear lubricant 140
- 5 gal. Gulf lube HD-30
- 1 Wayne compressor Model 6228-SV S/N ME-22084
- powered by 5HPGE motor complete with 2' x 3' reciever
- 2 20# Badger dry chemical fire extinguishers
- 1 drum Gulf Legion 77 oil
- 1 5" x 15' suction hose complete with 6" footvalve
- 1 lump chopper on feed belt to dryer powered by 3 HP Delco motor

Everything is equipped with safety switches etc, which were not listed separately. It is not known whether or not transformers are owned by CDC. They were not inventoried.

RECEIVED JAN 5 1970

BILL OF SALE

COMMERCIAL DISCOUNT CORPORATION, a Delaware corporation, herein called "Seller," hereby sells, assigns, transfers and conveys to COTTER CORPORATION (N.S.L.), a New Mexico corporation, herein called "Buyer," all of the following described personal property:

A. The Colorado Raffinate and the Congo Raffinate remaining on land located at 9200 Latty Avenue, <sup>Hazelwood, Missouri</sup> and adjoining land described in a lease dated February 22, 1967 between Norfolk & Western Railway Company and Seller, which contain at least .2 of 1% of  $U_3O_8$ .

B. The Clean-up Material remaining on <sup>said</sup> land located at 9200 Latty Avenue, and adjoining land described in a lease dated February 22, 1967 between Norfolk & Western Railway Company and Seller, including all Colorado and Congo Raffinate containing less than .2 of 1% of  $U_3O_8$ , all the Drummed Residue, all the leached Barium Sulfate, all the Barium Sulfate, and all the C-Slag.

C. The Equipment described in Exhibit A attached hereto and made a part hereof, except that it is not intended by this Bill of Sale to sell, convey or transfer any apparatus, equipment or property used to supply heat, gas, water, light, power, air conditioning or refrigeration (whether single units or centrally controlled) which are used or necessary to the operation or maintenance of the buildings located on the premises known as 9200 Latty Avenue, Hazelwood, Missouri.

Seller, for itself and its successors and assigns, hereby covenants and agrees with Buyer that the property described in A and B above is free and clear of all royalty, overriding royalty, production payments, mortgages, liens, encumbrances, claims or demands of any nature, and that Seller's title to the Equipment is good and marketable, and is free and clear of all mortgages, liens, encumbrances, claims or demands of any nature. Seller will warrant and defend forever said property in the quiet and peaceable possession of Buyer, its successors and assigns, against all and every person or persons claiming or to claim the whole or any part thereof.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 24th day of December, 1969.

ATTEST:

Robert E. Honchens

COMMERCIAL DISCOUNT CORPORATION

By

[Signature]

President

STATE OF Illinois }  
COUNTY OF Cook } ss.

On this 24th day of December, 1969, before me appeared STEPHEN C. BEDDAR, to me personally known, who, being by me duly sworn, did say that he is the President of COMMERCIAL DISCOUNT CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and STEPHEN C. BEDDAR acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 3-30-71.

# I N V E N T O R Y

1 Fisher Oven 0.7 ft.<sup>3</sup> S/N 51761 (115V)  
 1 Staplex Air Sampler Type TFTA, S/N 7562  
 1 Drafting Table, 3' x 5' (Mayline)  
 1 3' T-square  
 1 2' x 3' drawing board (1 bad edge)  
 1 30 cup coffee maker  
 1 Underwood typewriter (ancient)  
 3 D-handle square point shovel  
 9 Lockers - 1' x 6' each  
 1 Eureka bag type vacuum cleaner  
 1 Oasis water cooler  
 1 Ohavs-Triplebeam balances with weights, Cap. 2610 gms.  
 1 Steel drafting stool  
 2 Haskell office chairs, swivel with arms  
 1 Winfield office chair, swivel without arms  
 2 Haskell office chair no arms  
 1 2' x 4' chalk board.  
 3 How steel desks.  
 1 Typewriter table  
 1 Admiral refrigerator 2' x 2' x 4½'  
 1 3' x 5' steel kitchen cabinet  
 1 Hon- 4 drawer steel letter size file cabinet  
 1 Ludlum Gieger Counter Model 12  
 6 Respirators  
 1 42" x 5' x 18" deep metal clothes closet  
 1 4 drawer dresser  
 1 Standard bed - no headboard  
 1 End Table  
 1 Table lamp  
 1 17" Portable TV - NG  
 1 Footstool  
 1 Easy chair  
 1 Bissell carpet sweeper  
 1 Breakfast set - 4 chairs  
 1 18 W Eico FM receiver Eico 2715  
 1 500 gal. Propane tank  
 1 Norge automatic washer  
 1 Norge wrinkle out dryer  
 5 Prs. rubber insulated boots  
 2 55 gal. drums 30W series 3 Gulf Super duty motor oil  
 24 55 gal. drums Aerospray 52 binder  
 1 Jackson wheelbarrow - M-4½  
 3 7B-8259 Caterpillar filter elements  
 2 5S484 Caterpillar filter elements  
 3 376 374 R91 Wix filter elements  
 2 IH259480R92 filter elements  
 12 CW-161MP Wix filter elements  
 2 CW-136MP Wix filter elements  
 16 CW-133MP Wix filter elements  
 12 CW-149MP Wix filter elements  
 2 CW-74 Wix filter elements  
 2 CW-139MP Wix filter elements  
 1 CW-270MP Wix filter elements  
 1 PC-60 Wix filter elements  
 1 PC-10 Wix Oil filter element  
 2 CW-511MP Wix fuel filter element  
 2 Tachometers  
 1 5# roll ½" plastic metallic packing-braided (Connecut)  
 1 5# roll 5/16" plastic metallic packing-braided (Connecut)  
 1 5# roll ¾" plastic metallic packing-braided (Connecut)  
 Assorted used bearings  
 2 Sealmaster ER-63 bearings 4" ID  
 2 Sealmaster P-213 pillow blocks 2-15/16 ID  
 1 Sealmaster SA-3-33D bearing 3¼" ID  
 1 Dodge Speed Drop Outout Part No. 313001  
 2 5 gal. Gulfube motor oil XHD-10  
 1 4' wooden level - poor condition  
 1 Lincoln electric motor - no tag - 10 HP ?  
 1 Dodge taper lock sprocket, part # 100571 size #TLB with bushing,  
 bushing required 2012, marked dryer gear box  
 1 Tinken 1E 813849 Cone approx. 3"  
 1 Sealmaster bearing 30-E96



1 Sealmaster bearing S-A3-27, 2-7/16 ID  
 1 Assortment of V-belts, most used  
 1 5 gal. can hydraulic oil (fork lift)  
 1 bucket type grease pump  
 Barber - Greene parts  
 2 K3 857-18 Shaft  
 2 H3 857 19W bearing hanger  
 2 30E 37 Bearing hanger  
 4 27C95 Hex nut  
 4 E 46 163 TI 76 22B (spacers)?  
 4 27I81 Lock washer  
 2 D 19-499W sprocket  
 2 T-3-951 collar  
 4 27H05 IHCS (bolts)  
 2 27L58 cut washer  
 1 23C66 Alemite grease fitting  
 1 A858-58W Idler support  
 4 EL-17-9 washer  
 5 large unidentified parts  
 1 3" gas regulating valve  
 1 Honeywell temperature control  
 1 Honeywell 8" motorized valve used  
 type M931C 1025 24 volt  
 approx. 250# assorted welding rod  
 1 assortment cable clamps and hooks \$25  
 1 assorted batteries out of equipment  
 1 10A Schauer battery charger Model 06612  
 1 roll .004x24' x 100' clear plastic  
 2 rolls .012 x 12' x 45' black plastic  
 8' approx. - 3/8" copper tubing  
 1 box - 1/4" metal hooks, probably to hook over side of Railroad car to  
 hold plastic  
 30 E-Z load 14 1/2 oz. Gulflex A grease cartridges  
 5 Realfilm 14 oz multipurpose lubricant  
 1 battery hydrometer  
 1 battery carrying strap  
 2 300 gal tanks on stands  
 1 International T 340 track mounted front end loader with 1 yd. bucket, Model 340K3, S/N A1693  
 1 D-7 cat with angle dozer  
 1 Ross Lift truck model 6 S/N 13866, engine # 2842099  
 1 Worthington pump 3CNFE 62 S/N A176698, 6-3/8" Dia. Imp. powered by  
 1 20 HP Century Squirrel-cage induction polyphase motor model SC-286V-FMA, EMI  
 9-310268-01, S/N 6G- complete with controls  
 9 sets work clothes consisting of Sears Permapress pants & shirts, 1 extra pants  
 10# approx. brass acetylene welding rod  
 20' 1/4" copper tubing  
 15' 3/8" copper tubing  
 1 lot, miscellaneous small electrical wire  
 1 sythe  
 1 bundle 1/2" rope - used  
 1 vehicle tail pipe  
 1 2" hose clamp  
 8 1 1/2" hose clamp  
 1 1" hose clamp  
 1 antifreeze hydrometer  
 1 1/4" sir hose 50'  
 1 garden sprinker can  
 1 funnel  
 2 1 qt. filler can  
 2 1 gal. filler can  
 1 sewer rod  
 150 Flexco belt fasteners size 1E  
 2 welding helmets  
 1 air filler hose complete with gauge  
 4 hydraulic hose with fittings /ough part no. 174967  
 1 hydraulic hose with fittings  
 1 7/8" socket built onto ratchet handle  
 1 hand brace  
 1 set of tools for Flexco fasteners  
 1 12/3 extension cord 50'  
 4 Aluminum hard hats  
 6 suits foul weather gear  
 1 long foul weather coat  
 1 1 qt. oil squirt can  
 1 hydraulic jack 12 ton

1/4/75  
 Included to Jan  
 Diorio for SS Pipe for

100' Band-it 1/2" stainless band  
 1 Band-it tool  
 8 7.9 oz. Westleys Instant Start  
 1 hand grease gun marked 3.29  
 1 qt. Rust-oleum  
 1 pr. safety goggles  
 1 fraction drill index in 32nds, 4 drills missing  
 1 Assortment Alemite fittings  
 1 hand caulking gun  
 1 4 way lug wrench  
 1 Simer paddle pump apparetly NG  
 1 Sears 1/3 HP motor for above  
 1 gal. rigid thread cutting oil  
 1 1# spray can belt dressing  
 5 cans stop leak  
 1 tank type engine heater  
 1 box miscellaneous pipe fittings, 20 pcs. old and new  
 1 cigar box brass fittings for copper tubing old and new  
 1 qt. hydraulic jack oil  
 1 gal. antifreeze  
 1 gal. brake fluid  
 1 box assorted nails 10#  
 1 pr foul weather pants (new)  
 1 box assorted screws - bolts - junk 40#  
 1 Black & Decker #998 8 1/4" power saw  
 1 S/n 8237471 and 2 extra blades  
 1 little giant sump pump model 6-CIA, S/n 282970 - 115 V - 8 Amp  
 1 hand grease gun - Lincoln model 114  
 1 set belt mending tools - clamps, jacks, etc.  
 4 hand pumps for pumping oil from barrels  
 1 hand saw  
 1 7 x 7 x 24 metal tool box NG, filled with assorted junk  
 1 General dry chemical fire extinguished, 20#, model CP-20B, C#208781  
 1 11" x 16" x 2" first aid kit  
 1 Utilitub 14 with mixing faucet  
 1 40 gal. hot water heater  
 1 assortment rubber garden hose well used  
 1 20# dry chemical fire extinguisher - ~~large~~  
 1 set adjusting tools for equipment *LARGE*  
 1 lot assorted drive chains new & used 60' total?  
 1 lot log chains 3/8" 40' total old rusty  
 1 5/8" log chains 15'?  
 1 Coldspot refrigerator approx. 6' ~~4'~~ <sup>3'</sup>  
 1 squeegee  
 1 hand weed cutter  
 1 12" push broom  
 2 D handle round point shovel  
 1 #2 D handle scoop shovel  
 1 8# double jack  
 1 sharpshooter shovel  
 1 RR pick  
 1 grubbing hoe type pick  
 2 hand barrel mover  
 2 car jacks  
 6 long handle square point shovel  
 6 long handle round point shovel  
 1 3' <sup>3"</sup> bag Zonolite insulation  
 1 rake  
 2 bars  
 1 straight dozer blade for D-7  
 14 boxes 1" x 1 1/2" x 30' gaskets 11 pcs. ea.  
 for sealing RR car doors  
 1 Eclipse turbo-blower direct driven by Allis Chalmers 25 HP  
 S/N 51-678-937-278  
 2 10' sections conveyor - 1 bent up  
~~1 1966 Chevrolet pickup~~  
 1 set external burners - 4 complete with regulators etc.  
 1 1" x 22' length of pipe  
 1 1 1/2" x 22' length of pipe  
 4 12:00 x 20 14 ply tires & wheels for dryer  
 4 electrical switches (look like junk)  
 1 24" x 8' pan conveyor - chain drive thru large gear reducer - frame over  
 motor prevents reading plate  
 1 Wabco Tournapull model D S/N CP 61196-DPAZ-S 1143 hrs.  
 with scraper Model D S/N S-92599-DEF-D

- Mabeo Tourmapull model D S/N GP 64203-DPA2-3 1041 hours
- with scraper Model D S/N S-92622-DM6-E
- 1 24" x 55' conveyor powered by Westinghouse 7.5 HP S/n 6803103 G29
- belt driven thru gear reducer on 20" head pulley - conveyor frame
- 36" wide x 24" deep - no tag I can find on gear reducer, ~~approx. 300 gal.~~
- 1 Barber Greene dryer (unable to find model or S/N) powered by GE Induction
- motor 75 HP s/N 5419274 - V-belt driven. Burner is Hauck model CL0 1275
- 8X spec. T1748. Air is furnished by Clarage fan type O size 317 S/N 2659 A1
- powered by a Louis Allis motor 60 HP model 06032-2 (v-belt) S/N 3398051001
- 1 conveyor 18" x 63' (to load cars) portable & adjustable for height this is
- covered - can't get up to check drive probably 7½ HP belt driven thru gear
- reducer
- 40' metal frame scaffold 10' high
- 1 Barrel Aerospray 52 binder ←
- 2 homemade tanks for above approx. 300 gal.
- 1 20' wooden extension ladder
- 1 Eclipse safety shut off valve (gas)
- 1 Fuel oil pump with 2 HP Dayton motor
- 1 Cleveland 19½/1 gear reducer
- 1 4' dia. x 10' trailer mounted tank (Gulf) with Marlow pump powered by
- Briggs & Stratton engine
- 1 Wet Collector powered by IH diesel motor S/N VD109114 1412
- trailer mounted - Barber Greene
- 1 Dry dust collector Barber Greene powered by 125 HP Marathon Electric motor
- S/N 3LP14354 Clarage fan
- 1 Approx. 80# Gulf Crown grease E.P. #2
- 1 Approx. 40# Gulf multi-purpose gear lubricant
- 20 gal. Gulf multi purpose gear lubricant 140
- 5 gal. Gulf lube HD-30
- 1 Wayne compressor Model 6228-SV S/N ME-22084
- powered by 5HPGE motor complete with 2' x 3' reciever
- 2 20# Badger dry chemical fire extinguishers
- 1 drum Gulf Legion 77 oil
- 1 5" x 15' suction hose complete with 6" footvalve
- 1 lump chopper on feed belt to dryer powered by 3 HP Delco motor

Everything is equipped with safety switches etc, which were not listed separately. It is not known whether or not transformers are owned by CDC. They were not inventoried.

DRIVEWAYS  
STREETS  
SUBDIVISIONS  
FACTORY FLOORS  
PARKING LOTS

**B. & K. Construction Company, Inc.**

ASPHALT PAVING

4140 Cypress Road, St. Ann, Mo.

Telephone:  
Harrison 7-5666

RECEIVED APR 20 1970

April 17, 1970

314-427-5666

Cotter Corporation  
410 Macon Avenue  
Canon City, Colorado

Attn: Mr. Warren Goff  
Mining Engineer

Dear Mr. Goff:

We are enclosing herewith three copies of a contract agreement that we have had made up by our attorney.

In reviewing this agreement you will see that we have covered everything that we discussed. If acceptable, please sign and return two copies.

We will await further word from you as to a starting time or whatever has to be taken care of prior to starting.

Very truly yours,

B. & K. CONSTRUCTION CO., INC.



Kenneth F. Davis  
President

KFD:wg

3 Encls.

## A G R E E M E N T

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1970,  
between COTTER CORPORATION, a New Mexico corporation, hereinafter called  
"Cotter" of the first part and B & K CONSTRUCTION COMPANY, INC., a Missouri  
corporation, hereinafter called "B & K" of the other part, witnessed:

1. The purpose and intent of this contract is that B & K shall provide the labor, maintenance and supervision for the loading of certain material now located, in bulk, at a plant on Latty Avenue, Hazelwood, Missouri and that all other costs and expenses, other than for labor and supervision, shall be billed to and paid for by Cotter.

2. Cotter agrees that they will provide all licenses necessary for the operation of this project and will provide B & K with written instructions as to any special procedures or precautions to be taken by the employees in the handling, preparation and shipping of the material located at the Hazelwood plant.

3. Cotter agrees to make arrangements for the delivery to the Hazelwood site of a certain number of railroad cars and B & K shall be responsible only for notifying the carrier when said cars shall be delivered to the Hazelwood plant. All costs of railroad cars shall be billed to and paid for by Cotter.

4. At the present time Cotter has certain equipment located at the Latty Avenue plant in Hazelwood, Missouri, said equipment being necessary for the handling, drying and loading of the material to be shipped. B & K agrees to provide a mechanic to maintain such equipment during the operation of the plant, and Cotter agrees to pay for all parts and for outside labor which cannot be performed by an auto-motive mechanic.

~~5. The cost of preparing the plant for operation so that B & K~~  
can perform its job of drying, loading and shipping the material shall be paid for by Cotter. It is contemplated that this shall be limited to the cost of parts and labor other than that which can be provided for by B & K.

6. B & K agrees to provide supervision, one mechanic, four machine operators and three laborers on an eight (8) hour day, five days a week.

They shall be responsible for the preparation, drying, loading and maintenance of equipment. The employees will be the employees of B & K and will be covered under their workmen's compensation and other insurance. If the material being prepared and shipped requires that B & K pay a higher rate for its compensation insurance then now being paid, Cotter agrees to pay the difference between the present rate and the increase.

7. Cotter agrees to pay to B & K the sum of \$850.00 per eight hour day for providing the services as outlined above and Cotter agrees to pay such sum to B & K on the first and fifteenth day of each month for the number of days worked during the immediate preceeding period. The daily fee shall commence on the first day that B & K starts reading the plant for use. The liability of B & K shall be limited to providing the above mentioned employees, supervision and insurance and all other costs and charges shall be billed to and paid by Cotter.

8. At the present time Cotter is providing around the clock security for the plant at Latty Road, Hazelwood, Missouri at such time as B & K takes over and starts operation of the plant. Cotter will thereafter provide only security men for such time as the plant is not in operation.

9. This contract can be terminated by either party upon five days written notice to the other party setting forth that the contract shall be terminated. Notice hereunder shall be sufficient when mailed to the address of the other party.

10. If the atomic energy commission or any other agency requires that the employees of B & K shall use special clothing during working hours and that they must change clothing before entering and leaving the plant, said clothing shall be furnished and paid for by Cotter. The time involved, if required, in changing clothes shall be part of and included in the eight hour work day as provided for above.

ATTESTED:

Secretary

(SEAL)

ATTESTED:

Secretary

(SEAL)

COTTER CORPORATION

BY

B & K CONSTRUCTION COMPANY

BY

RECEIVED APR 20 1970

A G R E E M E N T

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 1970, between COTTER CORPORATION, a New Mexico corporation, hereinafter called "Cotter" of the first part and B & K CONSTRUCTION COMPANY, INC., a Missouri corporation, hereinafter called "B & K" of the other part, witnessed:

1. The purpose and intent of this contract is that B & K shall provide the labor, maintenance and supervision for the loading of certain material now located, in bulk, at a plant on Latty Avenue, Hazelwood, Missouri and that all other costs and expenses, other than for labor and supervision, shall be billed to and paid for by Cotter.
2. Cotter agrees that they will provide all licenses necessary for the operation of this project and will provide B & K with written instructions as to any special procedures or precautions to be taken by the employees in the handling, preparation and shipping of the material located at the Hazelwood plant.
3. Cotter agrees to make arrangements for the delivery to the Hazelwood site of a certain number of railroad cars and B & K shall be responsible only for notifying the carrier when said cars shall be delivered to the Hazelwood plant. All costs of railroad cars shall be billed to and paid for by Cotter.
4. At the present time Cotter has certain equipment located at the Latty Avenue plant in Hazelwood, Missouri, said equipment being necessary for the handling, drying and loading of the material to be shipped. B & K agrees to provide a mechanic to maintain such equipment during the operation of the plant, and Cotter agrees to pay for all parts and for outside labor which cannot be performed by an auto-motive mechanic.
5. The cost of preparing the plant for operation so that B & K can perform its job of drying, loading and shipping the material shall be paid for by Cotter. It is contemplated that this shall be limited to the cost of parts and labor other than that which can be provided for by B & K.
6. B & K agrees to provide supervision, one mechanic, four machine operators and three laborers on an eight (8) hour day, five days a week.

They shall be responsible for the preparation, drying, loading and maintenance of equipment. The employees will be the employees of B & K and will be covered under their workmen's compensation and other insurance. If the material being prepared and shipped requires that B & K pay a higher rate for its compensation insurance then now being paid, Cotter agrees to pay the difference between the present rate and the increase.

7. Cotter agrees to pay to B & K the sum of \$850.00 per eight hour day for providing the services as outlined above and Cotter agrees to pay such sum to B & K on the first and fifteenth day of each month for the number of days worked during the immediate preceeding period. The daily fee shall commence on the first day that B & K starts reading the plant for use. The liability of B & K shall be limited to providing the above mentioned employees, supervision and insurance and all other costs and charges shall be billed to and paid by Cotter.

8. At the present time Cotter is providing around the clock security for the plant at Latty Road, Hazelwood, Missouri at such time as B & K takes over and starts operation of the plant. Cotter will thereafter provide only security men for such time as the plant is not in operation.

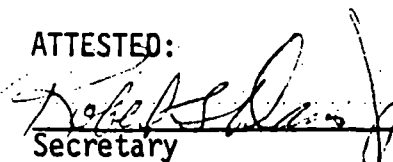
9. This contract can be terminated by either party upon five days written notice to the other party setting forth that the contract shall be terminated. Notice hereunder shall be sufficient when mailed to the address of the other party.

10. If the atomic energy commission or any other agency requires that the employees of B & K shall use special clothing during working hours and that they must change clothing before entering and leaving the plant, said clothing shall be furnished and paid for by Cotter. The time involved, if required, in changing clothes shall be part of and included in the eight hour work day as provided for above.

ATTESTED:

\_\_\_\_\_  
Secretary (SEAL)

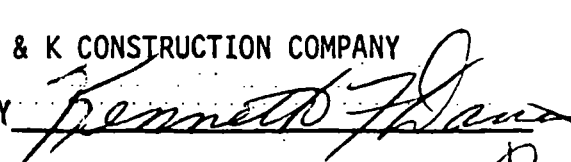
ATTESTED:

  
Secretary (SEAL)

COTTER CORPORATION

BY \_\_\_\_\_

B & K CONSTRUCTION COMPANY

BY   
Pres



## A G R E E M E N T

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1970, between COTTER CORPORATION, a New Mexico corporation, hereinafter called "Cotter" of the first part and B & K CONSTRUCTION COMPANY, INC., a Missouri corporation, hereinafter called "B & K" of the other part, witnessed:

1. The purpose and intent of this contract is that B & K shall provide the labor, maintenance and supervision for the loading of certain material now located, in bulk, at a plant on Latty Avenue, Hazelwood, Missouri and that all other costs and expenses, other than for labor and supervision, shall be billed to and paid for by Cotter.

2. Cotter agrees that they will provide all licenses necessary for the operation of this project and will provide B & K with written instructions as to any special procedures or precautions to be taken by the employees in the handling, preparation and shipping of the material located at the Hazelwood plant.

3. Cotter agreesto make arrangements for the delivery to the Hazelwood site of a certain number of railroad cars and B & K shall be responsible only for notifying the carrier when said cars shall be delivered to the Hazelwood plant. All costs of railroad cars shall be billed to and paid for by Cotter.

4. At the present time Cotter has certain equipment located at the Latty Avenue plant in Hazelwood, Missouri, said equipment being necessary for the handling, drying and loading of the material to be shipped. B & K agrees to provide a mechanic to maintain such equipment during the operation of the plant, and Cotter agrees to pay for all parts and for outside labor which cannot be performed by an auto-motive mechanic.

5. The cost of preparing the plant for operation so that B & K can perform its job of drying, loading and shipping the material shall be paid for by Cotter. It is contemplated that this shall be limited to the cost of parts and labor other than that which can be provided for by B & K.

6. B & K agrees to provide supervision, one mechanic, four machine operators and three laborers on an eight (8) hour day, five days a week.

They shall be responsible for the preparation, drying, loading and maintenance of equipment. The employees will be the employees of B & K and will be covered under their workmen's compensation and other insurance. If the material being prepared and shipped requires that B & K pay a higher rate for its compensation insurance than now being paid, Cotter agrees to pay the difference between the present rate and the increase.

7. Cotter agrees to pay to B & K the sum of \$850.00 per eight hour day for providing the services as outlined above and Cotter agrees to pay such sum to B & K on the first and fifteenth day of each month for the number of days worked during the immediate preceeding period. The daily fee shall commence on the first day that B & K starts reading the plant for use. The liability of B & K shall be limited to providing the above mentioned employees, supervision and insurance and all other costs and charges shall be billed to and paid by Cotter.

8. At the present time Cotter is providing around the clock security for the plant at Latty Road, Hazelwood, Missouri at such time as B & K takes over and starts operation of the plant. Cotter will thereafter provide only security men for such time as the plant is not in operation.

9. This contract can be terminated by either party upon five days written notice to the other party setting forth that the contract shall be terminated. Notice hereunder shall be sufficient when mailed to the address of the other party.

10. If the atomic energy commission or any other agency requires that the employees of B & K shall use special clothing during working hours and that they must change clothing before entering and leaving the plant, said clothing shall be furnished and paid for by Cotter. The time involved, if required, in changing clothes shall be part of and included in the eight hour work day as provided for above.

ATTESTED:

\_\_\_\_\_  
(SEAL)  
Secretary

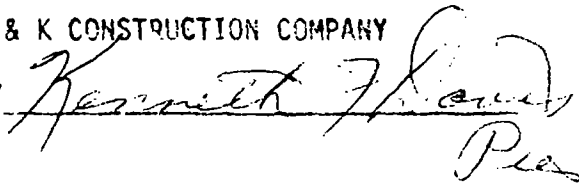
ATTESTED:

  
Secretary

COTTER CORPORATION

BY \_\_\_\_\_

B & K CONSTRUCTION COMPANY

BY   
Pia

RECEIVED JUL 15 1970

DRIVEWAYS  
STREETS  
SUBDIVISIONS  
FACTORY FLOORS  
PARKING LOTS

# B. & K. Construction Company, Inc.

ASPHALT PAVING

4140 Cypress Road, St. Ann, Mo.

Telephone:  
HARRISON 7-5666



July 13, 1970

Cotter Corporation  
Box 1000  
Roswell, New Mexico 88201  
Attn: Mr. D.P. Marcott

Dear Mr. Marcott:

I am returning herewith two copies of the  
'Residue Drying Agreement'.

You will note on Page 3 of this agreement, under  
paragraph 2. Cotter's Obligations, we have revised this page in  
accordance with our agreement as originally outlined. If this  
is satisfactory would you please execute our copy and return  
to us.

Sincerely yours,

B. & K. CONSTRUCTION CO., INC.

  
Kenneth F. Davis  
President

KFD:wg

Encls.

cc: Mr. Warren Goff ✓  
P.O. Box 751  
Canon City, Colorado 81212  
w/ Encl.

## RESIDUE DRYING AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of July, 1970, by and between COTTER CORPORATION (N.S.L.), a New Mexico corporation, herein called "Cotter," and B & K CONSTRUCTION COMPANY, INC., a Missouri corporation, herein called "B & K."

### A. Recitals:

1. Cotter owns a quantity of mineral residue located at 9200 Latty Avenue, Hazelwood, Missouri (herein referred to as the "Plant"), all of which residue and the mineral values contained therein, are herein referred to as the "residue."
2. Cotter also owns certain equipment and machinery located at the Plant which is to be used in the handling, drying and loading of the residue.
3. B & K is a construction company with experience in the moving and handling of large quantities of bulk material.
4. Cotter and B & K desire to enter into this agreement under the terms of which (a) B & K, among other obligations, will have the obligation to dry the residue and load the residue in rail cars in the manner provided in this agreement, and (b) Cotter will have the obligation to make the payments and perform the other acts provided for hereunder.

### B. Agreement:

In consideration of the mutual covenants herein provided to be kept and performed, Cotter and B & K Agree as follows:

CDT 0037  
MIL0157469

1. B & K's Obligations.

(a) Commencing promptly after the execution of this Agreement, B & K will take such steps and perform such work as may be necessary to prepare the machinery and equipment at the Plant for the operations to be performed hereunder. The costs of such work and any repair parts required shall be paid by Cotter as hereinafter provided. Such work shall be performed in the most economical way possible.

(b) Commencing within 10 days from the date that the machinery and equipment have been determined to be operable by representatives of Cotter and B & K, B & K shall commence the drying and loading of the residue, with such drying and loading to continue in accordance with the schedule provided for hereunder, and in the manner hereinafter set forth.

(c) B & K shall provide reasonable and adequate supervision of the operations conducted hereunder and shall provide one competent heavy machinery and equipment mechanic, four experienced machine operators and three laborers. Such mechanic, machine operators and laborers shall work 8 hours each day, five days each week. Such employees shall be employed exclusively for the drying and loading of the residue and shall be responsible for the operation and maintenance of the machinery and equipment. All such employees of B & K shall be covered under B & K's workmen's compensation and other insurance programs; provided that if B & K's workmen's compensation rate is increased as a direct result of the operations conducted under this agreement, Cotter shall pay the excess of the increased rate over the standard rate.

(d) From the time drying of the residue is commenced hereunder until all the residue has been dried, B & K shall produce at least 7500 dry tons of residue during each 30 calendar day period. Such residue shall be dried to a moisture content

of approximately 20% as determined by accepted testing procedures.

The dry residue shall be loaded into rail cars which Cotter shall cause to be furnished at the Plant; provided that B & K shall be responsible for notifying the carrier when the cars are to be delivered to the Plant.

(e) If at any time during the term hereof cars are not available to receive the dry residue, B & K shall stockpile such dry residue at the Plant for subsequent loading into rail cars; provided that all costs incurred in the stockpiling and subsequent loading of the residue, including the cost of any additional labor, equipment or loading facilities, shall be borne exclusively by Cotter.

2. Cotter's Obligations.

(a) Cotter shall pay B & K cost plus 20% for all work performed in preparing the machinery and equipment for operation. Such payment shall be made within ten days of receipt by Cotter of the invoice evidencing such work.

(b) Subject to the provisions of subparagraph (c) below, and on the premise that B & K will produce 7500 tons of dry residue per 30 calendar day period, Cotter shall pay B & K \$16,400 per 30 calendar day period. Such payment shall be made as follows: On the 15th day of the month in which drying operations are commenced, Cotter shall pay B & K \$6150. On the 30th day of the same month, Cotter shall pay B & K \$6150. The balance of \$4100 shall be paid to B & K within ten days of the receipt by Cotter of an invoice evidencing the drying of 7500 tons. Payments for subsequent 30 calendar day periods shall be made in like manner. The amount of the first payment due herein shall be adjusted to the actual date that drying operations are commenced.

(c) If B & K fails to produce 7500 tons of dry residue during any 30 calendar period, Cotter shall pay \$2.20 for each ton of residue actually dried. If the payments made by Cotter under

subparagraph (b) exceed the amount to which B & K is entitled for such lesser tonnage under this subparagraph (c), B & K shall reimburse Cotter the amount of such excess within 5 days from the date upon which the amount of such excess payment is determined. Similarly, the \$8200 payment provided for in subparagraph (b) above shall be correspondingly reduced or eliminated.

(d) If during any 30 calendar day period, in excess of 7500 tons of residue are dried, in addition to the payment to be made by Cotter under (b) above, Cotter shall also pay B & K a bonus of \$1.00 for each ton of dry residue produced during such 30 calendar day period in excess of 7500 dry tons. Such payment shall be made within ten days of the receipt by Cotter of an invoice evidencing the drying of more than 7500 tons of residue.

(e) All costs and expenses of operations conducted hereunder other than those which B & K is obligated to pay shall be paid directly by Cotter, including all costs of transportation of the dry residue to Canon City, Colorado.

(f) Cotter will provide all licenses necessary for the conduct of operations hereunder and will provide B & K with written instructions as to any special procedures or precautions to be taken by B & K's employees in the handling, drying and shipping of the residue.

(g) Cotter shall cause to be furnished at the Plant the railroad cars required for the loading of the dry residue in accordance with the rail car schedule requested by B & K; provided that if rail cars are not available when required for direct loading, B & K shall not suspend drying operations but shall continue drying the residue and stockpile the dry residue at the Plant as above provided.

(h) On Saturdays, Sundays and holidays and at such other times as the Plant may not be operating as a

result of the occurrence of any condition described in the Force Majeure Clause, Cotter shall furnish security for the Plant.

(i) If the Atomic Energy Commission or any other governmental agency requires that the employees of B & K shall use special clothing during working hours, and if such employees must change clothing before entering and leaving the Plant, Cotter shall furnish the necessary clothing. The time involved in any such required clothing changes shall be part of and included in the 8-hour day as provided for above.

3. Termination and Notice. This agreement may be terminated by either party upon five days written notice to the other party. All notices given under the terms of this agreement shall be in writing and shall be validly and sufficiently made and given if mailed, postage prepaid,

to B & K at: 4140 Cypress Road  
St. Ann, Missouri 63074  
ATTENTION: Robert S. Davis, Jr.

and to Cotter at: P. O. Box 1000  
Roswell, New Mexico 88201

4. Force Majeure. If either party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this agreement, the party so unable to perform shall give the other party prompt written notice of the Force Majeure with reasonably full particulars concerning it. Thereupon the obligations of the party asserting the Force Majeure, so far as they are affected by the Force Majeure, shall be suspended during the continuance of the Force Majeure. The party asserting Force Majeure shall use all possible diligence to remove the Force Majeure as quickly as possible. The term "Force Majeure," as used herein, shall mean an act of God, strike, lockout or other industrial disturbance, act of the public enemy, blockade, riot, lightning, fire, storm flood, explosion, governmental restraint, unavailability of equipment (including, without limitation, railroad cars and trackage), if such unavailability

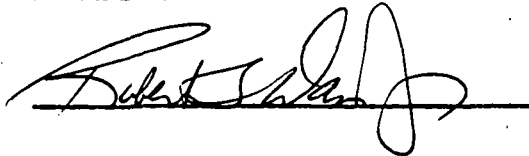


of equipment is not considered to be the fault of the party asserting such event of Force Majeure, action by the United States Government through the Atomic Energy Commission or any other agency regulating or interfering in any way with any of the parties' rights and obligations under this agreement and any other cause whether of the kind specifically enumerated above or otherwise which is not reasonably within the control of the parties.

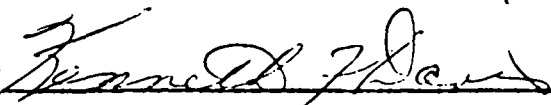
5. Binding Effect. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided that neither this agreement nor any interest therein may be assigned by B & K without the prior written consent of Cotter.

IN WITNESS WHEREOF, this agreement has been executed as of the day and year first above written.

ATTEST:



B & K CONSTRUCTION COMPANY, INC.

By 

ATTEST:

\_\_\_\_\_

COTTER CORPORATION (N.S.L.)

By \_\_\_\_\_

STATE OF  
COUNTY OF

} ss.  
}

On this \_\_\_\_\_ day of \_\_\_\_\_, 1970, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of Cotter Corporation, a New Mexico corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

\_\_\_\_\_  
Notary Public

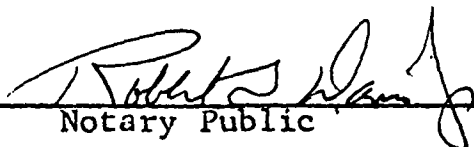
My term expires: \_\_\_\_\_.

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

} ss.  
}

On this 13 day of JULY, 1970, before me appeared KENNETH F. DAVIS, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of B & K CONSTRUCTION COMPANY, INC., a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said KENNETH F. DAVIS acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

  
\_\_\_\_\_  
Notary Public

My term expires: OCTOBER 31, 1972.

JUL 1 5 1970

25-10-10

RESIDUE DRYING AGREEMENT

THIS AGREEMENT is made and entered into as of the 20<sup>th</sup> day of July, 1970, by and between COTTER CORPORATION (N.S.L.), a New Mexico corporation, herein called "Cotter," and B & K CONSTRUCTION COMPANY, INC., a Missouri corporation, herein called "B & K."

A. Recitals:

1. Cotter owns a quantity of mineral residue located at 9200 Latty Avenue, Hazelwood, Missouri (herein referred to as the "Plant"), all of which residue and the mineral values contained therein, are herein referred to as the "residue."

2. Cotter also owns certain equipment and machinery located at the Plant which is to be used in the handling, drying and loading of the residue.

3. B & K is a construction company with experience in the moving and handling of large quantities of bulk material.

4. Cotter and B & K desire to enter into this agreement under the terms of which (a) B & K, among other obligations, will have the obligation to dry the residue and load the residue in rail cars in the manner provided in this agreement, and (b) Cotter will have the obligation to make the payments and perform the other acts provided for hereunder.

B. Agreement:

In consideration of the mutual covenants herein provided to be kept and performed, Cotter and B & K Agree as follows:

MLA  
0642

1. B & K's Obligations.

(a) Commencing promptly after the execution of this Agreement, B & K will take such steps and perform such work as may be necessary to prepare the machinery and equipment at the Plant for the operations to be performed hereunder. The costs of such work and any repair parts required shall be paid by Cotter as hereinafter provided. Such work shall be performed in the most economical way possible.

(b) Commencing within 10 days from the date that the machinery and equipment have been determined to be operable by representatives of Cotter and B & K, B & K shall commence the drying and loading of the residue, with such drying and loading to continue in accordance with the schedule provided for hereunder, and in the manner hereinafter set forth.

(c) B & K shall provide reasonable and adequate supervision of the operations conducted hereunder and shall provide one competent heavy machinery and equipment mechanic, four experienced machine operators and three laborers. Such mechanic, machine operators and laborers shall work 8 hours each day, five days each week. Such employees shall be employed exclusively for the drying and loading of the residue and shall be responsible for the operation and maintenance of the machinery and equipment. All such employees of B & K shall be covered under B & K's workmen's compensation and other insurance programs; provided that if B & K's workmen's compensation rate is increased as a direct result of the operations conducted under this agreement, Cotter shall pay the excess of the increased rate over the standard rate.

(d) From the time drying of the residue is commenced hereunder until all the residue has been dried, B & K shall produce at least 7500 dry tons of residue during each 30 calendar day period. Such residue shall be dried to a moisture content

of approximately 20% as determined by accepted testing procedures. The dry residue shall be loaded into rail cars which Cotter shall cause to be furnished at the Plant; provided that B & K shall be responsible for notifying the carrier when the cars are to be delivered to the Plant.

(e) If at any time during the term hereof cars are not available to receive the dry residue, B & K shall stockpile such dry residue at the Plant for subsequent loading into rail cars; provided that all costs incurred in the stockpiling and subsequent loading of the residue, including the cost of any additional labor, equipment or loading facilities, shall be borne exclusively by Cotter.

## 2. Cotter's Obligations.

(a) Cotter shall pay B & K cost plus 20% for all work performed in preparing the machinery and equipment for operation. Such payment shall be made within ten days of receipt by Cotter of the invoice evidencing such work.

(b) Subject to the provisions of subparagraph (c) below, and on the premise that B & K will produce 7500 tons of dry residue per 30 calendar day period, Cotter shall pay B & K \$16,400 per 30 calendar day period. Such payment shall be made as follows: On the 15th day of the month in which drying operations are commenced, Cotter shall pay B & K \$6150. On the 30th day of the same month, Cotter shall pay B & K \$6150. The balance of \$4100 shall be paid to B & K within ten days of the receipt by Cotter of an invoice evidencing the drying of 7500 tons. Payments for subsequent 30 calendar day periods shall be made in like manner. The amount of the first payment due herein shall be adjusted to the actual date that drying operations are commenced.

(c) If B & K fails to produce 7500 tons of dry residue during any 30 calendar<sup>dry</sup> period, Cotter shall pay \$2.20 for each ton of residue actually dried. If the payments made by Cotter under

HLA

0644

*Handwritten signature*

subparagraph (b) exceed the amount to which B & K is entitled for such lesser tonnage under this subparagraph (c), B & K shall reimburse Cotter the amount of such excess within 5 days from the date upon which the amount of such excess payment is determined. Similarly, the <sup>4100</sup>~~\$8200~~ payment provided for in subparagraph (b) above shall be correspondingly reduced or eliminated. *Pl. Man*

(d) If during any 30 calendar day period, in excess of 7500 tons of residue are dried, in addition to the payment to be made by Cotter under (b) above, Cotter shall also pay B & K a bonus of \$1.00 for each ton of dry residue produced during such 30 calendar day period in excess of 7500 dry tons. Such payment shall be made within ten days of the receipt by Cotter of an invoice evidencing the drying of more than 7500 tons of residue.

(e) All costs and expenses of operations conducted hereunder other than those which B & K is obligated to pay shall be paid directly by Cotter, including all costs of transportation of the dry residue to Canon City, Colorado.

(f) Cotter will provide all licenses necessary for the conduct of operations hereunder and will provide B & K with written instructions as to any special procedures or precautions to be taken by B & K's employees in the handling, drying and shipping of the residue.

(g) Cotter shall cause to be furnished at the Plant the railroad cars required for the loading of the dry residue in accordance with the rail car schedule requested by B & K; provided that if rail cars are not available when required for direct loading, B & K shall not suspend drying operations but shall continue drying the residue and stockpile the dry residue at the Plant as above provided.

(h) On Saturdays, Sundays and holidays and at such other times as the Plant may not be operating as a

MLA

0645

result of the occurrence of any condition described in the Force Majeure Clause, Cotter shall furnish security for the Plant.

(i) If the Atomic Energy Commission or any other governmental agency requires that the employees of B & K shall use special clothing during working hours, and if such employees must change clothing before entering and leaving the Plant, Cotter shall furnish the necessary clothing. The time involved in any such required clothing changes shall be part of and included in the 8-hour day as provided for above.

3. Termination and Notice. This agreement may be terminated by either party upon five days written notice to the other party. All notices given under the terms of this agreement shall be in writing and shall be validly and sufficiently made and given if mailed, postage prepaid,

to B & K at: 4140 Cypress Road  
St. Ann, Missouri 63074  
ATTENTION: Robert S. Davis, Jr.

and to Cotter at: P. O. Box 1000  
Roswell, New Mexico 88201

4. Force Majeure. If either party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this agreement, the party so unable to perform shall give the other party prompt written notice of the Force Majeure with reasonably full particulars concerning it. Thereupon the obligations of the party asserting the Force Majeure, so far as they are affected by the Force Majeure, shall be suspended during the continuance of the Force Majeure. The party asserting Force Majeure shall use all possible diligence to remove the Force Majeure as quickly as possible. The term "Force Majeure," as used herein, shall mean an act of God, strike, lockout or other industrial disturbance, act of the public enemy, blockade, riot, lightning, fire, storm flood, explosion, governmental restraint, unavailability of equipment (including, without limitation, railroad cars and trackage), if such unavailability

WLA  
0646

of equipment is not considered to be the fault of the party asserting such event of Force Majeure, action by the United States Government through the Atomic Energy Commission or any other agency regulating or interfering in any way with any of the parties' rights and obligations under this agreement and any other cause whether of the kind specifically enumerated above or otherwise which is not reasonably within the control of the parties.

5. Binding Effect. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided that neither this agreement nor any interest therein may be assigned by B & K without the prior written consent of Cotter.

IN WITNESS WHEREOF, this agreement has been executed as of the day and year first above written.

ATTEST:

[Signature]

B & K CONSTRUCTION COMPANY, INC.

By [Signature]

ATTEST:

[Signature]

COTTER CORPORATION (N.S.L.)

By [Signature]



STATE OF NEW MEXICO }  
COUNTY OF SANTA FE } ss.

On this 13 day of JULY, 1970, before me appeared Kenneth F. Davis, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of Cotter Corporation, a New Mexico corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Kenneth F. Davis acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

Charles E. Howard  
Notary Public

My term expires: 10/31/72.

STATE OF MISSOURI }  
COUNTY OF ST. LOUIS } ss.

On this 13 day of JULY, 1970, before me appeared Kenneth F. Davis, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of B & K CONSTRUCTION COMPANY, INC., a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Kenneth F. Davis acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

Robert S. Davis  
Notary Public

My term expires: October 31, 1970.

WLA  
0648

H-12

RESIDUE DRYING AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of July, 1970, by and between COTTER CORPORATION (N.S.L.), a New Mexico corporation, herein called "Cotter," and B & K CONSTRUCTION COMPANY, INC., a Missouri corporation, herein called "B & K."

A. Recitals:

1. Cotter owns a quantity of mineral residue located at 9200 Latty Avenue, Hazelwood, Missouri (herein referred to as the "Plant"), all of which residue and the mineral values contained therein, are herein referred to as the "residue."
2. Cotter also owns certain equipment and machinery located at the Plant which is to be used in the handling, drying and loading of the residue.
3. B & K is a construction company with experience in the moving and handling of large quantities of bulk material.
4. Cotter and B & K desire to enter into this agreement under the terms of which (a) B & K, among other obligations, will have the obligation to dry the residue and load the residue in rail cars in the manner provided in this agreement, and (b) Cotter will have the obligation to make the payments and perform the other acts provided for hereunder.

B. Agreement:

In consideration of the mutual covenants herein provided to be kept and performed, Cotter and B & K Agree as follows:

MLA  
0666

1. B & K's Obligations.

(a) Commencing promptly after the execution of this Agreement, B & K will take such steps and perform such work as may be necessary to prepare the machinery and equipment at the Plant for the operations to be performed hereunder. The costs of such work and any repair parts required shall be paid by Cotter as hereinafter provided. Such work shall be performed in the most economical way possible.

(b) Commencing within 10 days from the date that the machinery and equipment have been determined to be operable by representatives of Cotter and B & K, B & K shall commence the drying and loading of the residue, with such drying and loading to continue in accordance with the schedule provided for hereunder, and in the manner hereinafter set forth.

(c) B & K shall provide reasonable and adequate supervision of the operations conducted hereunder and shall provide one competent heavy machinery and equipment mechanic, four experienced machine operators and three laborers. Such mechanic, machine operators and laborers shall work 8 hours each day, five days each week. Such employees shall be employed exclusively for the drying and loading of the residue and shall be responsible for the operation and maintenance of the machinery and equipment. All such employees of B & K shall be covered under B & K's workmen's compensation and other insurance programs; provided that if B & K's workmen's compensation rate is increased as a direct result of the operations conducted under this agreement, Cotter shall pay the excess of the increased rate over the standard rate.

(d) From the time drying of the residue is commenced hereunder until all the residue has been dried, B & K shall produce at least 7500 dry tons of residue during each 30-day period, excluding Saturdays, Sundays and holidays (hereinafter referred to as a "30-day period"). Such residue shall be dried to a moisture content

of approximately 20% as determined by accepted testing procedures. The dry residue shall be loaded into rail cars which Cotter shall cause to be furnished at the Plant; provided that B & K shall be responsible for notifying the carrier when the cars are to be delivered to the Plant.

(e) If at any time during the term hereof cars are not available to receive the dry residue, B & K shall stockpile such dry residue at the Plant for subsequent loading into rail cars; provided that all costs incurred in the stockpiling and subsequent loading of the residue, including the cost of any additional labor, equipment or loading facilities, shall be borne exclusively by Cotter.

## 2. Cotter's Obligations.

(a) Cotter shall pay B & K its actual costs plus 20% for all work performed in preparing the machinery and equipment for operation. Such payment shall be made within ten days of the receipt by Cotter of the invoice evidencing such work.

(b) Subject to the provisions of subparagraph (c) below, and on the premise that B & K will produce 7500 tons of dry residue per 30-day period, Cotter shall pay B & K \$16,400 per 30-day period. Such payment shall be made as follows: On the 15th day of the month following the month in which drying operations are commenced, Cotter shall pay B & K \$6150. On the 30th day of the same month, Cotter shall pay B & K \$2050. The balance of \$8200 shall be paid to B & K within ten days of the receipt by Cotter of an invoice evidencing the drying of 7500 tons. Payments for subsequent 30-day periods shall be made in like manner.

(c) If B & K fails to produce 7500 tons of dry residue during any 30-day period, Cotter shall pay \$2.20 for each ton of residue actually dried. If the payments made by Cotter under

subparagraph (b) exceed the amount to which B & K is entitled for such lesser tonnage under this subparagraph (c), B & K shall reimburse Cotter the amount of such excess within 5 days from the date upon which the amount of such excess payment is determined. Similarly, the \$8200 payment provided for in subparagraph (b) above shall be correspondingly reduced or eliminated.

(d) If during any 30-day period, in excess of 7500 tons of residue are dried, in addition to the payment to be made by Cotter under (b) above, Cotter shall also pay B & K a bonus of \$1.00 for each ton of dry residue produced during such 30-day period in excess of 7500 dry tons. Such payment shall be made within ten days of the receipt by Cotter of an invoice evidencing the drying of more than 7500 tons of residue.

(e) All costs and expenses of operations conducted hereunder other than those which B & K is obligated to pay shall be paid directly by Cotter, including all costs of transportation of the dry residue to Canon City, Colorado.

(f) Cotter will provide all licenses necessary for the conduct of operations hereunder and will provide B & K with written instructions as to any special procedures or precautions to be taken by B & K's employees in the handling, drying and shipping of the residue.

(g) Cotter shall cause to be furnished at the Plant the railroad cars required for the loading of the dry residue in accordance with the rail car schedule requested by B & K; provided that if rail cars are not available when required for direct loading, B & K shall not suspend drying operations but shall continue drying the residue and stockpile the dry residue at the Plant as above provided.

(h) On Saturdays, Sundays and holidays and at such other times as the Plant may not be operating as a

ALA  
0669

result of the occurrence of any condition described in the Force Majeure Clause, Cotter shall furnish security for the Plant.

(1) If the Atomic Energy Commission or any other governmental agency requires that the employees of B & K shall use special clothing during working hours, and if such employees must change clothing before entering and leaving the Plant, Cotter shall furnish the necessary clothing. The time involved in any such required clothing changes shall be part of and included in the 8-hour day as provided for above.

3. Termination and Notice. This agreement may be terminated by either party upon five days written notice to the other party. All notices given under the terms of this agreement shall be in writing and shall be validly and sufficiently made and given if mailed, postage prepaid,

to B & K at: 4140 Cypress Road  
St. Ann, Missouri 63074  
ATTENTION: Robert S. Davis, Jr.

and to Cotter at: P. O. Box 1000  
Roswell, New Mexico 88201

4. Force Majeure. If either party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this agreement, the party so unable to perform shall give the other party prompt written notice of the Force Majeure with reasonably full particulars concerning it. Thereupon the obligations of the party asserting the Force Majeure, so far as they are affected by the Force Majeure, shall be suspended during the continuance of the Force Majeure. The party asserting Force Majeure shall use all possible diligence to remove the Force Majeure as quickly as possible. The term "Force Majeure," as used herein, shall mean an act of God, strike, lockout or other industrial disturbance, act of the public enemy, blockade, riot, lightning, fire, storm flood, explosion, governmental restraint, unavailability of equipment (including, without limitation, railroad cars and trackage), if such unavailability

MLA  
0670

of equipment is not considered to be the fault of the party asserting such event of Force Majeure, action by the United States Government through the Atomic Energy Commission or any other agency regulating or interfering in any way with any of the parties' rights and obligations under this agreement and any other cause whether of the kind specifically enumerated above or otherwise which is not reasonably within the control of the parties.

5. Binding Effect. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided that neither this agreement nor any interest therein may be assigned by B & K without the prior written consent of Cotter.

IN WITNESS WHEREOF, this agreement has been executed as of the day and year first above written.

ATTEST:

B & K CONSTRUCTION COMPANY, INC.

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

COTTER CORPORATION (N.S.L.)

\_\_\_\_\_

By \_\_\_\_\_

MLA 0671

STATE OF  
COUNTY OF

}  
} ss.  
}

On this \_\_\_\_\_ day of \_\_\_\_\_, 1970, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of Cotter Corporation, a New Mexico corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

\_\_\_\_\_  
Notary Public

My term expires: \_\_\_\_\_.

STATE OF  
COUNTY OF

}  
} ss.  
}

On this \_\_\_\_\_ day of \_\_\_\_\_, 1970, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of B & K CONSTRUCTION COMPANY, INC., a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

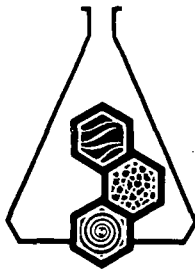
\_\_\_\_\_  
Notary Public

My term expires: \_\_\_\_\_.

WLA  
0672



D. W. RYCKMAN  
E. EDGERLEY, JR.  
H. D. TOMLINSON  
S. J. RYCKMAN



CONSULTANTS IN WATER, SOLIDS AND AIR RESOURCES

**RYCKMAN • EDGERLEY • TOMLINSON and ASSOCIATES**

500 CORONET BUILDING • 225 SOUTH MERAMEC AVENUE • SAINT LOUIS, MISSOURI 63105  
TELEPHONE: 314. 862-3404

April 29, 1971  
RETA-780

Mr. Donald P. Marcott  
Vice President  
Cotter Corporation  
Post Office Box 1000  
Roswell, New Mexico 88201

Dear Mr. Marcott:

Enclosed herewith please find two copies of a proposal for ultimate disposal of the radioactive tailings at the Latty Avenue storage site. The proposal herewith is as per instructions from Mr. Warren Goff.

According to AEC regulations this proposal must be submitted through an office of the license holder. For this reason I am asking you to submit this proposal with a cover letter from your office.

If there are any questions, please notify me immediately.

Very truly yours,

RYCKMAN, EDGERLEY, TOMLINSON  
AND ASSOCIATES, INC.

E. Edgerley, Jr., Ph. D.  
Senior Vice President

EE:ams

cc: Mr. Phillip K. Feeney, Project Engineer  
Mr. Warren Goff, Cotter Corporation

Enclosures

MLA

0894

CDT 0038

P R O P O S A L

for

DECONTAMINATION

LATTY AVENUE STORAGE SITE

Hazelwood, Missouri

AEC License #SUB 1022 (40-8025)

April, 1971

RETA-780



**RYCKMAN · EDGERLEY · TOMLINSON and ASSOCIATES**

500 CORONET BUILDING • 225 SOUTH MERAMEC AVENUE • SAINT LOUIS, MISSOURI 63105

TELEPHONE: (314) 862-3424

WLA  
0895

2000-154

It is the intent of this proposal to provide a means whereby the Latty Avenue Ore Storage Site may be decontaminated and returned for normal land use with no restrictions on future use, in full compliance with all applicable rules and regulations of the Atomic Energy Commission.

Figure 1 shows a schematic of the Storage Site with the stockpiled material outlined. This material has had a long and varied history in relation to its ultimate disposal as outlined in your Commission's Invitation to Bid No. AT-(23-2)-52, dated January 10, 1964. At that time a partial listing of the material included: 74,000 tons of Belgian Congo Pitchblend Raffinate containing about 113 tons of uranium, 32,500 tons of Colorado Raffinate containing about 48 tons of uranium and 8700 tons of Leached Barium Sulfate containing 7 tons of uranium. Material indicated on the schematic represents those listed above as purchased by Commercial Discount Corporation of Chicago, Illinois [License #SMC-907 (40-7603)].

Since August, 1970, Cotter Corporation has been drying and shipping the Congo Raffinate to their site of operations in Canyon City, Colorado [License No. SUB-1022 (40-8035)]. At the present time this operation is being completed. Low concentrations of valuable metals and other elements have rendered the remaining material economically unfeasible to process in like manner. For this reason it is proposed to bury the remaining material on site.

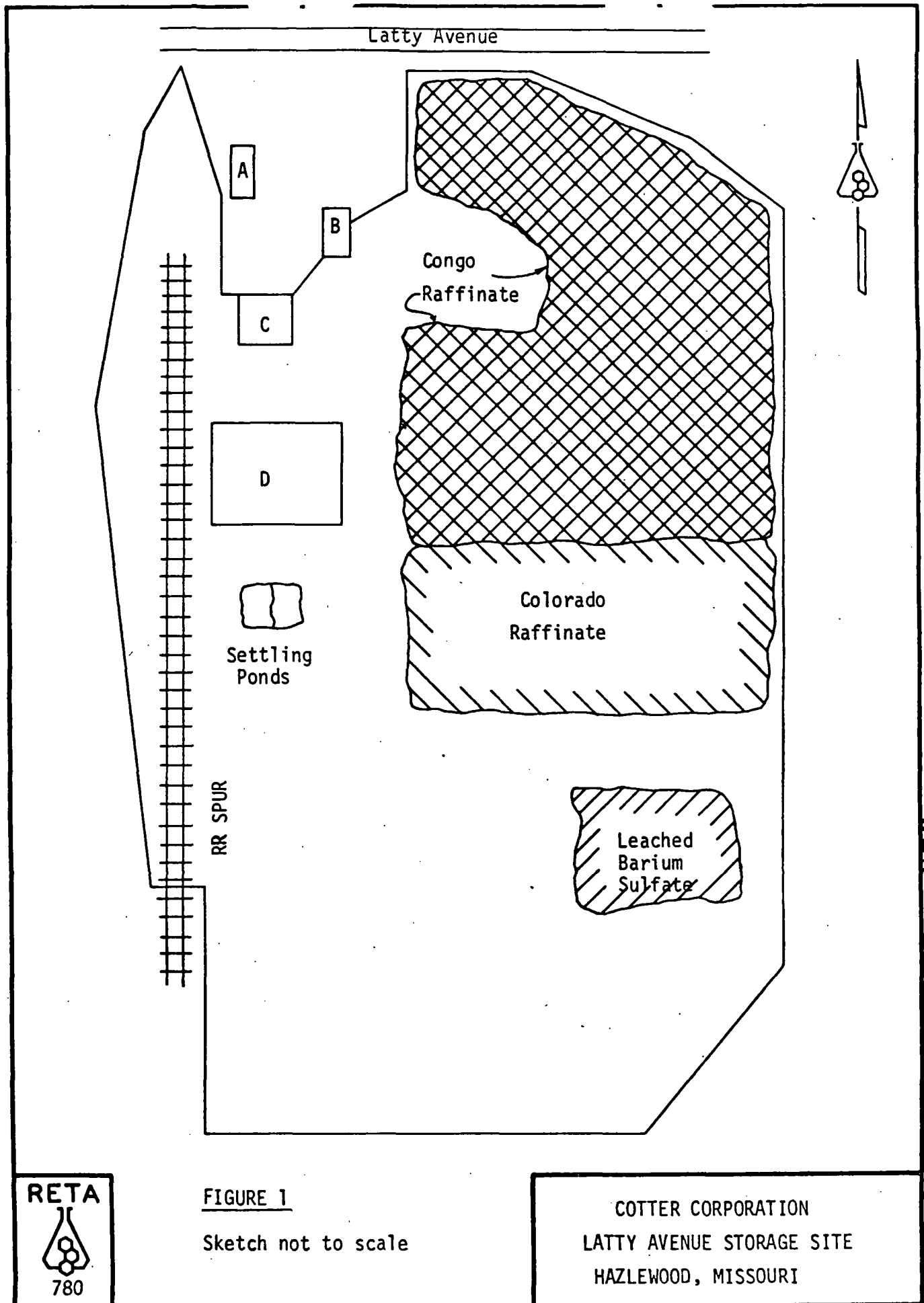
The landfill will be constructed in a series of excavations and burials. The area previously occupied by the Congo Raffinate will be further excavated, with the original uncontaminated earth stockpiled in a spoils area, to provide sufficient space for burial of the Colorado Raffinate. The area occupied by the Colorado Raffinate will be made available for burial of the Leached Barium Sulfate settling pond residue and other non-compressible contaminated material.

Building "D", refer Figure 1, shall be thoroughly washed and otherwise decontaminated with all machinery being scrubbed, dismantled and removed

from the site. Building "A", an office, "B", a garage and dining area, and "C", an equipment storage area will not require extensive decontamination. Dirt, debris and other material deposited within Building "D" during the drying operation will be removed and buried, along with slightly contaminated original earth, on top of the Barium Sulfate. The top layer of earth on all contaminated areas will be removed and buried until radiation levels have been reduced to below AEC limits.

Guidelines for the burial pits will comply with good engineering practices as well as the rules and regulations of your Commission. All pits will be of sufficient size to insure a minimum of four feet earth cover on the finished installation. All excavations will be sealed on the top and bottom with a four inch (4") thick asphaltic layer. If "wet" conditions are encountered while opening the pit, all sides will receive the asphaltic seal. All areas will be scraped clean of contaminated earth sufficiently deep to insure a maximum gross radiation level of 0.05 mR/hr. The entire site will be graded to insure proper drainage with no unsightly mounds or depressions.

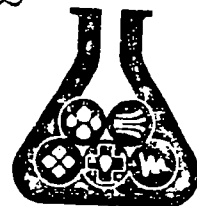
It is the desire of Cotter Corporation to return to its Lessor land which will in no way be limited in its usefulness or value and will in no way endanger the surrounding environment and its inhabitants.



12161 Jackland Road  
St. Louis, Missouri 63141  
(314) 434-6960

MAY 30 1972

Cotter  
St Louis residues



# Ryckman/Edgerley/Tomlinson & Associates, Inc.

May 25, 1972  
RETA-780

Mr. David P. Marcott  
Executive Vice President  
Cotter Corporation  
Post Office Box 352  
Golden, Colorado 80401

Dear Dave:

Attached hereto are copies of two letters which I have received from B. & K. Construction Company concerning the unit price for moving the material at the Latty Avenue site. As you can see from the correspondence I did not think their original estimate was in order and, therefore, I asked Bob Davis to submit a revised bid. This bid is in the form of the letter of May 16.

If the daily equipment costs are estimated at \$ 3,600 per day and a 700 cubic yard per day for average load is hauled to Weldon Springs, the resultant cost per cubic yard is \$ 5.14. Hence, the \$ 5.75 per cubic yard figure leaves a profit of approximately 60¢ per cubic yard. This, I believe, is not too excessive, but it did prompt me to seek other bids. I contacted two local firms in the area on May 19, 1972. Each firm was to call me back regarding this on May 22nd. As of this date neither company has replied. This would indicate a lack of interest on their part. Consequently their bids, if received, would be somewhat excessive.

Reviewing the cost and the bid figure I would advise that a contract be entered into with B. & K. for the clean-up operation as we discussed.

Very truly yours,

Phillip K. Feeney  
Project Manager

Offices  
McLean,  
Virginia  
(Washington, D.C.)  
Dayton,  
Ohio  
Memphis,  
Tennessee  
Denver,  
Colorado  
Orlando,  
Florida  
Arlington,  
Texas  
(Dallas-Ft. Worth)  
Houston,  
Texas  
Casper,  
Wyoming  
Chicago,  
Illinois  
Northumberland  
England  
Rome,  
Italy

WLA

0888

COT 0039

BEC 5/11/72

STREETS  
SUBDIVISIONS  
FACTORY FLOORS  
PARKING LOTS

# B. & K. Construction Company, Inc.

25 Years of Continuous Courteous Service

ASPHALT PAVING

4140 Cypress Road, St. Ann, Mo. 63074

MAY 30 1972

Telephone  
427-5666



May 10, 1972

Mr. Phillip K. Feeney  
Ryckman/Edgerley/Tomlinson & Associates, Inc.  
12161 Lackland Road  
St. Louis, Missouri 63141

Dear Sir:

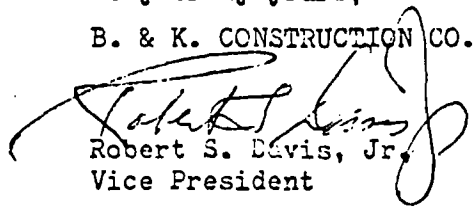
As per our conversation regarding the disposal and restoration of the materials and jobsite at the Hazelwood location, I am submitting the following prices.

All materials hauled to the Weldon Springs disposal area the price would be \$7.40 per cu. yd. All materials to be loaded on railroad cars for shipment to Colorado the price would be \$.90 per cu. yd. All other materials hauled away and disposed of plus all stripping and replacing with clean dirt and shaped to your acceptance the price would be \$3.15 per cu. yd. These figures are based upon the following: we propose to have one DC Dozer at the Weldon Springs site to push all dump materials into the quarry. It is based also on using a minimum of twenty-five tandem trucks a day based on a minimum of 100 loads a day. We would use a 977 Caterpillar Hilift to load these trucks. For the stripping and also the loading of the material to be loaded on railroad cars, we propose to use a Caterpillar Scraper and a 977 Hilift. There is no add-on on these prices as per the conversation between Dave Marcot and myself.

Trusting this is the information you seek.

Very truly yours,

B. & K. CONSTRUCTION CO., INC.

  
Robert S. Davis, Jr.  
Vice President

RSD:wg

MLA 0890

"Pave the Way with B. & K."

We carry Workmen's Compensation and Liability Insurance

0310-1-74

CONTRACTING AGREEMENT

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of October, 1972, by and between COTTER CORPORATION, a New Mexico corporation ("Cotter") and B & K CONSTRUCTION COMPANY, INC., a Missouri corporation ("B & K");

WITNESSETH THAT:

WHEREAS, Cotter owns an amount of mineral residue (the "Mineral Residue") stockpiled at 9200 Latty Avenue, Hazelwood, Missouri (the "Plant"), and

WHEREAS, Cotter and B & K desire to contract with regard to moving the Mineral Residue from the Plant and restoration of the surface area of the Plant after such removal, and

WHEREAS, because much of the Mineral Residue consists of radioactive materials, moving the same and restoration of the Plant after removal may only be done under license (the "License") from the United States Atomic Energy Commission (the "AEC"), and

WHEREAS, Ryckman, Edgerley, Tomlinson & Associates, Inc. ("RETA") consulting environmental engineers has, on behalf of Cotter, applied to AEC for a License, such application being in the form of a "Proposal for Decontamination of Latty Avenue Storage Site, Hazelwood, Missouri" (the "Proposal"), a copy of which is attached hereto as Exhibit A,

NOW, THEREFORE, Cotter and B & K agree as follows:

I. WORK TO BE PERFORMED, COMPENSATION

1. As hereinafter used, the term "Work" shall include all labor and the furnishing of any equipment, material,

MLA  
1348

COT 0040



supervision or advice necessary to perform the tasks described herein and in the Proposal and the License.

2. All Work shall be performed strictly in accordance with the Proposal and the License and under the supervision of RETA, although such supervision by RETA shall not alter the status of B & K as an independent contractor.

3. The Work shall consist of three categories, which categories and the compensation to be paid B & K for each are as follows:

a) Hauling of Radioactive Mineral Residue -- the cost of hauling and dumping all radioactive Mineral Residue (including contaminated topsoil) at the Weldon Springs disposal area shall be \$3.25 per ton.

b) Loading and Shipment of Mineral Residue -- the cost of loading Mineral Residue on rail cars for shipment shall be:

i) Per ton, \$1.80 until 7500 tons have been loaded and shipped and thereafter

ii) Per ton, 80¢ for the balance.

All shipments shall be C.O.D. Cotter's siding, Canyon City, Colorado.

c) Surface Restoration -- any necessary surface restoration and backfill will be compensated for by the prices for the rest of the Work except that B & K shall be paid \$1.85 per ton for procuring and dumping topsoil if the stockpile of topsoil at the Plant is insufficient for the purpose.

4. B & K agrees, if requested by Cotter, to perform any other jobs ("Additional Work") requested by Cotter or RETA which may be necessary to restore the Plant as required by the Proposal or the License and any such Additional Work shall be compensated for on the basis of the cost thereof to B & K plus a fee of 20%.

## II. PAYMENTS

1. Cotter agrees, upon the execution and delivery hereof, to advance B & K the sum of \$10,000 (the "Advance") which amount will be in trust for application against costs accruing to B & K in performance of the Work.

2. B & K will arrange for the renting of a scale to be used at the Plant for the weighing of Mineral Residue to be dumped at the Weldon Springs disposal area and for the weighing of any topsoil to be dumped at the Plant by B & K. The cost of use of the scale shall not exceed 2¢ per ton and shall be paid by Cotter.

3. B & K will arrange for the attendance of a bonded and qualified scale operator to operate the scale at the Plant. The cost of the scale operator shall be paid by B & K.

4. Not more frequently than weekly, B & K shall draw on the Advance for the number of tons of Mineral Residue or topsoil hauled, loaded, shipped or procured and dumped, as the case may be. The amount of each draw shall be at the rate specified in Article II of this Agreement for the number of tons hauled or procured as reflected by weight tickets issued by the scale operator at the Plant or by the railroad carrying Mineral Residue. No part of the Advance shall be applied to the cost of Additional Work.

5. Contemporaneously with each draw, B & K will forward all weight tickets vouching for the amount of the draw to Cotter. Cotter will, after verifying the amount of the draw vouchered, reimburse B & K for 90% of the draw except that, when RETA certifies that 85% of the Work has been done, the retained amount of each reimbursement shall be reduced to 5%.

6. When B & K determines that the Work is substantially complete, it shall prepare and submit to RETA a list of remaining tasks to be performed. Upon certification by RETA to Cotter of the accuracy of B & K's representation of substantial completion, Cotter shall pay B & K an amount which, when aggregated with all payments previously made to B & K, shall equal 95% of the aggregate of all draws approved by Cotter for payment.

7. Upon certification by RETA that the Work has been completed, Cotter shall make final payment to B & K, such final payment to include all retained amounts. If the final payment due is less than the amount then remaining in the Advance account, B & K will reimburse Cotter accordingly.

### III. INSURANCE

1. B & K will, during the effectiveness of this Agreement, carry adequate insurance for workmen's compensation, disability, employee bodily injury, occupational sickness or disease, personal injuries and property insurance in addition to any insurance required by the Proposal and the License.

2. Cotter will maintain its own liability insurance to protect it against claims arising from operations under this

Agreement and property insurance covering the Plant.

IV. DEFAULTS AND TERMINATION

1. The following, in addition to any other occurrence which may, according to law, be a default hereunder, shall severally be termed events of default (or an "Event of Default"):

a) If B & K does not proceed diligently with the Work.

b) If the Work does not conform with the requirements of the Proposal and the License.

c) If B & K files or suffers to be filed a petition in bankruptcy or makes a general assignment for the benefit of its creditors or suffers the appointment of a receiver for all or any part of its property.

d) If B & K fails or refuses to make prompt payment to any subcontractors, laborers or materialmen.

e) If the Work is stopped for a period exceeding 30 days by an order of any court or administrative agency of competent jurisdiction.

2. Upon the occurrence of any Event of Default as that term is hereinabove defined, Cotter may order the Work stopped whereupon B & K will cease performance and will remove all of its property and equipment from the Plant. Cotter shall thereupon have the right to complete performance of the Work, or to arrange with another contractor for completion of the Work. Retainage amounts shall be applied against the cost of completing the Work to the extent that such costs exceeds costs herein specified and B & K shall remain liable for any damages attributable to its default.

V. MISCELLANEOUS PROVISIONS

1. B & K shall be responsible for maintaining and supervising all safety precautions and programs in connection with the Work, particularly those precautions and programs specified by the Proposal and License.

2. In the event, during performance of the Work, any changes in the Proposal or the License should occasion an adjustment in costs specified in Article I hereof, Cotter and B & K agree to negotiate an adjustment in costs in good faith. Whether or not a change in the Proposal or License occasions a change in costs shall be determined by RETA. No change in costs shall be made and all Work shall be performed at the costs specified in Article I hereof unless Cotter and B & K have previously agreed upon an adjustment.

3. B & K agrees to protect, indemnify and hold Cotter harmless against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from performance of the Work but only to the extent that any such claim, damage, loss or expense is attributable to:

a) Bodily injury, sickness, disease or death, or injury to or destruction of property.

b) A negligent act or omission of B & K or any of its subcontractors, agents and employees.

However, this indemnification shall not extend to any occasion otherwise indemnified against to the extent such claim, damage, loss or expense is attributable to actions taken by B & K in accordance with the Proposal, the License, or instructions of Cotter or RETA provided that such is the primary cause of the injury or damage.

4. This Agreement shall be governed by the law of the State of Missouri in all respects.

5. This Agreement shall not be assigned without the written consent of both parties hereto and Cotter shall have no obligation to recognize any assignment of any invoice or payment hereunder due from Cotter to B & K.

6. The rights and remedies specified herein shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise available in law or at equity.

7. Cotter shall furnish or cause to be furnished at the Plant the railroad cars required for loading of the Mineral Residue in accordance with a railcar schedule requested by B & K.

8. If required by the terms of the License or the Proposal, security guards shall be furnished by Cotter at Cotter's expense.

9. Any notices required or given in connection with this Agreement shall be valid and sufficiently made and given if mailed, postage prepaid as follows:

To B & K, Attention: Robert S. Davis, Jr.,  
Vice President  
4140 Cypress Road  
St. Ann, Missouri 63074

To Cotter, Attention: Mr. David Marcott  
Box 751  
Canyon City, Colorado 81212

Copies of any notices given hereunder shall also be given to Ryckman, Edgerley, Tomlinson & Associates, Inc., Attention: Mr. Phillip K. Feeney, Project Manager, 12161 Lackland Road, St. Louis, Missouri 63141.

10. If either party is unable, wholly or in part, to carry out its obligations under this Agreement by Force Majeure,

the party so unable to perform shall give the other party prompt written notice with a statement of the reasons why performance is impossible. Notwithstanding anything herein to the contrary, this Agreement shall not thereupon be terminated but the obligations of the party asserting the Force Majure, insofar as effected by the Force Majure, shall be suspended during the continuance thereof and so long as the party asserting Force Majure diligently seeks to correct the conditions making performance impossible. The term "Force Majure" as used herein, shall mean an act of God, strike, lockout or other industrial disturbance, act of the public enemy, blockade, riot, lightning, fire, storms, flood, explosion, governmental restraint, action by the United States Government through the AEC or any other agency regulating or interfering in any way with any of the parties' rights and obligations under this Agreement and any other cause whether of the kind specifically enumerated above or otherwise which is not reasonably under the control of the parties.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

ATTEST:

Gerardine M. Gilbert

ATTEST:

Theda L. Hoyt

B & K CONSTRUCTION COMPANY, INC.

By: James H. Jones

COTTER CORPORATION

By: Paul P. Merrill

September 21, 1973

Mr. Roger Waite  
42 Middlebrook Road  
West Hartford, Connecticut 06119

Re: Cotter Corporation - Latty Avenue Storage Site,  
St. Louis

Dear Mr. Waite:

Following our telephone conversation today, I discussed your forthcoming visit to St. Louis with David P. Marcott, Executive Vice-President for Cotter Corporation.

I am advised that clean-up of the Latty Avenue Storage Site is now substantially completed and it is projected that all operations will be concluded by the end of this month.

In the event that you wish to visit the site in November, Mr. Marcott suggests that you make arrangements by contacting Mr. Philip Feeney of the engineering firm of Ryckman, Edgerly, Tomlinson and Associates, Inc., 12161 Lackland Road, St. Louis, Missouri 63141 (telephone No. 314-434-6960), which supervised clean-up operations.

As I reported earlier this month to Mr. Bardes of NELIA, the operation did not involve the submission of formal proposals or reports to any state or federal agency. Upon completion of the project, the results will be reviewed with Cognizant officials of the Atomic Energy Commission.

If we can provide any further information, please advise.

Sincerely yours,

Edward J. McGrath

EJMcG:lrc

cc David P. Marcott, Executive Vice-President

MLA

0853

COT 0041





UNITED STATES  
ATOMIC ENERGY COMMISSION  
WASHINGTON, D.C. 20545

NOV 1 1974

Cotter Corporation  
ATTN: Mr. David P. Marcott,  
Executive Vice President  
P. O. Box 356  
Golden, Colorado 80401

Gentlemen:

This refers to the inspection conducted by Mr. W. B. Grant of our Region III Office on April 10 and 24, 1974, at your Hazelwood, Missouri site and on April 23, 1974, at your Canon City, Colorado Office of activities authorized by AEC Source Material License No. SUB-1022. Reference is also made to the discussions of our findings with you by Mr. Grant on April 26, 1974.

The inspection was an examination of the decommissioning operations at the Hazelwood, Missouri site and consisted of interviews with personnel of B-K Construction Company; consultants of Ryckman, Ederly, Tomlinson and Associates; and, an examination of records at the Canon City, Colorado Office.

The inspection findings showed that during the period of July - October 1973, about 8700 tons of leached barium sulfate containing about seven tons or averaging about 0.08% natural uranium was scooped up for disposal with approximately 39,000 tons of soil, and the resulting uranium concentration was about .0001%. It is our understanding from your contractor that the material was then deposited under about 100 feet of refuse and earth at St. Louis, Missouri County sanitary landfill area No. 1.

X  
The disposal does not appear to be within the intent of the Commission's regulation, 10 CFR Part 40, to allow alteration of the physical nature of Source material (i.e. dilution of solids with nonradioactive source material) in order to obtain a physical mixture which would no longer be subjected to licensing by the Commission.

see  
5/17/74  
P. 5

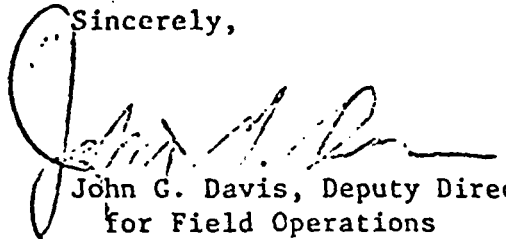
WLA  
0858

COT. 0042

NOV 1 1974

We have been advised that the Directorate of Licensing is in receipt of your request for license termination, which included the results of the radiation surveys performed at the Hazelwood site. You will receive separate correspondence concerning that request from the Directorate of Licensing.

Sincerely,



John G. Davis, Deputy Director  
for Field Operations  
Directorate of Regulatory Operations

MLA

0859

May 24, 1976

Mr. David Marcott  
Cotter Corporation  
P. O. Box 352  
Golden, Colorado 80401

Dear Sir:

Submitted herewith is our proposal for removing the waste residue from four ponds located at the Weldon Springs Site. This proposal is based upon your estimate of approximately 200,00 cubic yards that will be excavated from its present location, loaded into trucks and transported approximately 16 miles to a rail facility located at Gilmore, Missouri. Gilmore is a very small, unincorporated area about two miles east of Wentzville, Missouri. We propose to improve an existing facility so that the trucks can dump directly into the rail cars with no problems of spillage or double handling. We would secure this rail facility by obtaining a lease from the current owners.

We propose to furnish all necessary equipment, trucks, labor at both locations and would schedule the operation so as to insure a minimum of six railroad cars a day to be loaded and shipped to your location in Colorado. All work to be done on regular working days.

Our bid price for the work is \$10.00 per ton and payments would be based upon the weights shown on the railroad drayage tickets. The railroad in this case is Norfolk and Western Railway Company, Railway Exchange Building, Room 1601, St. Louis, Missouri 63101; phone 314 241-4700.

Our company will furnish all necessary insurance, including a hold-harmless clause, for all work outlined above.

I trust this is the information you need to formulate a contract between us and I am looking forward to entering such an agreement between our companies.

Since returning from my visit with you on May 18, I have contacted the railroad and acting as your agent will authorize them to relocate a switch so that we will be able to have ample storage area for rail cars. As of this date, we do not see any need for additional track. I will talk to you prior to this work actually being done.

Norfolk and Western have requested that you send them a description of the materials to be hauled as they want to know of any possible liabilities they may have to take precautions about.

I understand, after talking to a guard at Weldon Springs, that we will have to have special permission to drive equipment or people through the area where the existing buildings are. He says that two different agencies are involved.

MLA

0841

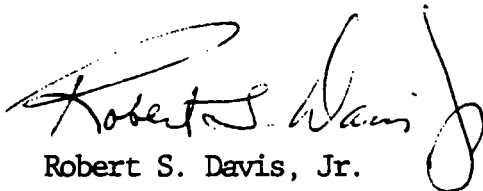
COT 0043

Page 2  
May 24, 1976

Also, I wanted to dig a test hole in one of the dry ponds to determine the depth and also to see if there was a concrete apron at the bottom. I wanted to use a backhoe, but in order to do so, would have to remove a section of fence. Could you find out if it would be all right for me to do so?

I wanted to mention that, if we do enter into an agreement, we would operate under the name of R. S. Davis Contracting Company, 1219 Port Royal Drive, St. Louis, Missouri 63141, and that you please direct any correspondence to this address. However, any telephone communication can be made as we have done in the past here at the B & K office.

Very truly,

  
Robert S. Davis, Jr.

WLA

0842

July 21, 1978

2520-154

Mr. Robert Davis  
R. S. Davis Contracting Company  
1219 Port Royal Drive  
St. Louis, Missouri 63141

Dear Bob:

For purposes of arranging bids for decontamination of the Latty Avenue Site, we enclose the NRC plans.

I will call you again next week.

Sincerely yours,

Edward J. McGrath

EJM:bmm

Enclosures

MLA 0755

COT 0044

# REQUEST FOR QUOTATION

# COTTER CORPORATION

POST OFFICE BOX 352 • GOLDEN, CO. 80401

(303) 232-8218

(REPLY ON THIS FORM)

Inquiry No. 051 Date 7/25/78Reply Due 12 o'clock noon, 8/4/78Buyer R. ZieglerB and K Construction Company  
4140 Cypress Rd.  
St. Ann, Missouri 63074

SHIP TO

**COTTER CORPORATION***2520-154***THIS IS NOT AN ORDER**

P.O. LINE ITEM NO.	QUANTITY	DESCRIPTION	ITEM NO.
1.		Plan I Decontaminate north end of the Jarboe Property at 9200 Latty Avenue, Hazelwood, Mo. (a 3.5 acre site)	<i>139,600</i>
2.		Plan II Decontaminate 11 acre site located on the south side of the west end of Latty Avenue in Hazelwood, Missouri, and to haul and store this material on what is known as the airport fill site on Brown Road approximately 2.5 miles away. The above plans are to be bid in accordance with the specifications enclosed herein.	<i>355,900</i>

**IMPORTANT - THE FOLLOWING INFORMATION MUST BE FURNISHED**

F.O.B. \_\_\_\_\_ TAX

Shipping

Terms of

Point \_\_\_\_\_

Payment SEMI-MONTHLY☒ None☐ State Only☐ State & Municipal☐ Service \_\_\_\_\_ % TaxableShipment can be made 10 days after receipt of order.

1-78

Date AUGUST 3, 1978Signature Robert S. Harris Jr.**COT 0045**

DRIVEWAYS  
STREETS  
SUBDIVISIONS  
FACTORY FLOORS  
PARKING LOTS

# B. & K. Construction Company, Inc.

ASPHALT PAVING

4140 Cypress Road, St. Ann, Mo.

Telephone:  
HARRISON 7-5666

October 8, 1970

Cotter Corporation  
P.O. Box 751  
Canon City, Colorado 81212

Attention: Mr. Warren Goff

Dear Sir:

Having completed the first month of actual drying operations under contract there have popped up several things that we feel are not covered under contract and we feel an arrangement or an ammendment to the contract should be pursued to a mutual agreement between our companies.

As you know we work under an agreement with the various labor organizations in this area. There have been several instances where a breakdown of the equipment has stopped our production. We are compelled by labor agreements to pay the employees for a full day. Naturally we have no control of equipment breakdowns and we do not feel that we should absorb this labor cost, we have on occasion used these people to help in making the repairs, but this does not help as far as production is concerned and that basically is what the contract adheres to.

Also there is the matter of handling drayage tickets, invoices, etc. which come through our office which have to be separated, posted, approved, disapproved and mailed on to your office. We feel that it is unreasonable to assume that there is no cost or that the cost should be defrayed in the actual plant operation.

We have, over the years, established an excellent credit rating with firms that we do business with and it was on our recommendation that they in turn extended credit to your company. We are now receiving duns and complaints on overdue accounts, accounts that were charged to your company. I understand there was a little foul up in getting everything started and would really appreciate your efforts in meeting these obligations on the due dates.

On page 3 and page 4, item 2, Cotters Obligations, paragraph (b) and (c), and (d) of the contract agreement, we feel that there is a \$100.00 mistake. The amounts outlined in paragraph (b) when added together (\$6150 + \$6150 + \$4100 = \$16,400.00). Our contract is based on 7500 tons per thirty calendar day period (7500 x \$2.20 = \$16,500.00). In the event of a lesser amount, less than 7500 tons, Cotter pays \$2.20 per ton. Your shortage is subtracted from \$4100.00 and it should be \$4200.00. It is bad enough when you cannot meet the quota let alone being penalized an additional \$100.00.

This information is being sent to you for your consideration and we would appreciate very much hearing from you as to your thoughts in the things we have outlined.

"Pave the Way with B. & K."

WE CARRY WORKMEN'S COMPENSATION AND LIABILITY INSURANCE

COT 0046  
MIL0157501

DRIVEWAYS  
STREETS  
SUBDIVISIONS  
FACTORY FLOORS  
PARKING LOTS

# B. & K. Construction Company, Inc.

ASPHALT PAVING

4140 Cypress Road, St. Ann, Mo.

Telephone:  
Harrison 7-5666

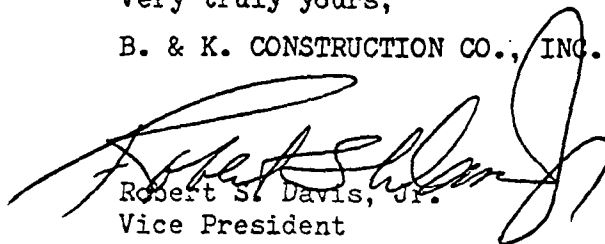
RECEIVED OCT 12 1970

10/8/70

Page 2

Very truly yours,

B. & K. CONSTRUCTION CO., INC.



Robert S. Davis, Jr.  
Vice President

RSD:wg

MIL015750

"Pave the Way with B. & K."

WE CARRY WORKMEN'S COMPENSATION AND LIABILITY INSURANCE



January 12, 1971

B & K Construction Company, Inc.  
4440 Cypress Road  
St. Ann, Missouri 63074

Attention: Mr. Kenneth Davis

Dear Ken:

In reply to your letter of December 23, 1970 and revised bill of January 1, 1971. I have reviewed your adjustments. When I agreed to present to my people, your proposal that we pay a part of your expenses directly attributable to major breakdowns, it was my understanding that this would be strictly major breakdowns. Basically, my interpretation being those breakdowns that forced the shutdown of the plant, where we would help pay the crew for working to help correct the problem. Any expenses connected with routine clean-up, maintenance or work which helped your production would be your responsibility.

Although I would much prefer a meeting, it will probably be two or three weeks before I can get back there. Until such time as we can meet, I must insist that my adjustments stand.

Very truly yours,

COTTER CORPORATION

  
Warren Coff

WQ/as

cc: correspondence file

COT 0047

MIL0050960

RECEIVED DEC 15 '67



# Commercial Discount Corporation

## Commercial Financing

105 WEST ADAMS STREET  
TELEPHONE 263-5800

Chicago  
60603

December 12, 1967

Mr. David Marcott  
Executive Vice President  
Cotter Corporation  
P. O. Box 751  
410 Mason Street  
Cannon City, Colorado

Dear Mr. Marcott:

As you requested to Mr. John Horen, enclosed is a listing of the equipment relating to the drying operation at Hazelwood Missouri.

If there are any questions regarding these items, please advise.

Very truly yours,

COMMERCIAL DISCOUNT CORPORATION

  
J. A. Mauger

JAM:vfk

Enc.

VIA: SPECIAL DELIVERY

2975 WILSHIRE BLVD., LOS ANGELES, CALIF., DU 5-8311

MIL0026446

COT 0048

Dryer and Dust Collector	\$50,000.00
Scrubber	19,055.00
Electrical	6,500.00
Foundations	350.00
Gas Service	5,618.00
* Car Unloader	4,018.00
* Burner Controls	4,000.00
Burners	7,500.00
* Dozer	5,600.00
* Small tractor with Front End Unloader	4,000.00
Two Turnapul Machines	69,010.00
Sludge pump	510.00
	<hr/>
	\$176,161.00

\* Items in process of purchasing

MIL0026447



# Cotter Corporation

POST OFFICE BOX 761  
LAWRENCE, COLORADO 81239  
303 - 375-7419

notice, it is due to the  
quality of the document  
being filmed

Date: October 29, 1979  
From: Dale Leshar  
To: Myles Fixman  
Subject: St. Louis Residues

We received a grand total of 134329237 dry pounds (77164.61 tons) of residues from St. Louis. The total  $U_3O_8$  contained in these residues was 532675.38 pounds. We have 23521111 dry pounds (11760.56 tons) of Colorado Raffinate remaining, containing 64918.27 pounds of  $U_3O_8$ . We processed 130808126 dry pounds (63404.05 tons) of residues containing 487757.11 pounds of  $U_3O_8$ .

The break-down on these residues as I have them is as follows:

	Dry pounds received	Dry tons received	$U_3O_8$ %	Pounds $U_3O_8$ received	Dry pounds Fed	Dry tons Fed	Pounds $U_3O_8$
Congo Raffinate	99312469	49656.23	0.2834	280423.7	All	All	All
Berium Sulphate	2006705	1003.35	1.0166	20400.80	All	All	All
"C" Slag	12003925	6001.96	0.9886	118673.93	All	All	All
Colo. Raffinate	41006138	20503.07	0.276	113176.94	17485027	8742.51	48259 19231
Colo. Raffinate remaining	23521111	11760.56	0.276	64918.27			

  
Dale Leshar  
Catalyst Plant Supt.

DL/js

COT0049

004

15831172



IN REPLY REFER TO:  
A1210

UNITED STATES  
ATOMIC ENERGY COMMISSION

Post Office Box 470  
St. Charles, Missouri 63301

SEP 27 1956

Mr. J. J. Donovan  
Executive Vice President  
Continental Mining & Milling Co.  
Suite 833 - 203 South LaSalle St.  
Chicago, Illinois 60604

Subject: CONTRACT NO. AT-(23-2)-56, MODIFICATION NO. 1

Dear Mr. Donovan:

We are in receipt of your letter of September 23 returning three signed copies of the subject contract modification and forwarding a cashier's check in the amount of \$14,000. Attached is one fully executed copy of the contract modification.

This is your authority to remove the material purchased under the subject contract modification. Your prompt action in this matter is appreciated.

If we can be of further assistance, please let us know.

Very truly yours,

F. H. Belcher  
Area Manager

Enclosure:  
Executed copy of  
Mod. 1

bcc: Mr. R. H. Miller, CR00  
w/ty encl.

NOTE: Cashier's check in the amount of \$14,000 was sent to the CR00 Finance Division on Form CR-597 September 26, 1956.

MLA  
2099



COT0050

Contract No. AT-(23-2)-56  
CONTINENTAL MINING & MILLING CO.  
Modification No. 1

SUPPLEMENT TO BILL OF SALE

WHEREAS, the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting by and through the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), has heretofore conveyed to CONTINENTAL MINING & MILLING CO. (hereinafter called the "Purchaser"), a Delaware corporation, whose principal office is located at 208 South LaSalle Street, Chicago, Illinois, certain personal property located at St. Louis, Missouri, described in Bill of Sale, dated February 25, 1966, designated as Contract No. AT-(23-2)-56; and

WHEREAS, the Government desires to sell, and the Purchaser desires to buy, additional personal property similarly located;

NOW, THEREFORE, for and in consideration of the sum of Fourteen Thousand Dollars (\$14,000.00) cash in hand paid, receipt of which is acknowledged, the Government hereby bargains, sells, and conveys to the Purchaser approximately 3500 tons of C-liner slag stored on the east end of a Government-owned site located at 50 Brown Road, Robertson, Missouri, as shown on Drawing No. 6-1403-19 attached to the original Bill of Sale designated as Contract No. AT-(23-2)-56.

THIS SUPPLEMENTAL BILL OF SALE is subject to all of the terms and conditions of Bill of Sale, dated February 25, 1966, designated as Contract No. AT-(23-2)-56 as if incorporated herein except as follows:

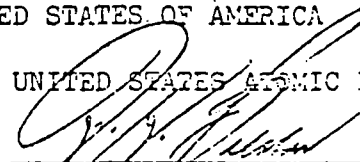
- a. The furnishing of an additional performance bond by the Purchaser is not required.
- b. The material purchased under this Supplemental Bill of Sale shall be completely removed within the 400 calendar days prescribed in Paragraph 5. b. of Contract No. AT-(23-2)-56.
- c. Payment of the purchase price in full shall be made by the Purchaser upon execution and delivery of this Supplemental Bill of Sale at which time title to the material sold hereunder shall pass to the Purchaser.

IN WITNESS WHEREOF, the United States Atomic Energy Commission has caused this Supplemental Bill of Sale to be executed in the name of and on behalf of the Government by its duly authorized representative this 26th day of September, 1966.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY:

  
F. H. Belcher  
Area Manager  
St. Louis Area Office

STATE OF MISSOURI      $\phi$   
COUNTY OF ST. CHARLES  $\phi$

Before me, John R. Renshaw, a Notary Public of the State and County aforesaid, personally appeared F. H. Belcher, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a duly authorized representative of the United States Atomic Energy Commission, an Agency of the United States of America, and that he as such authorized representative, being duly authorized so to do,

MLA  
2100

executed the foregoing instrument for the purposes therein contained by signing the name of the United States of America by the United States Atomic Energy Commission, by himself as such authorized representative.

Witness my hand and seal at office in Weldon Spring, St. Charles County, Missouri, this 24th day of September, 1966.

John L. Pankratz  
Notary Public

My commission expires the 24th  
day of October, 1971.

Accepted this 23rd day of September, 1966, on the terms and conditions hereinabove set forth.

CONTINENTAL MINING & MILLING CO.

BY: J. H. Pankratz

TITLE: Executive Vice President

ATTEST:

BY: D. H. Pankratz


TITLE: Secretary

STANDARD FORM 25 REV. 12-64 EDITION GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-10.901		PERFORMANCE BOND (See Instructions on reverse)		25-104	BOND EXECUTED (Must be same or later than date of contract)  2-28-66	
PRINCIPAL (Legal name and business address)  Continental Mining & Milling Co. 208 South LaSalle Street Chicago, Illinois 60604				TYPE OF ORGANIZATION ("X" one)  <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION  STATE OF INCORPORATION Delaware		
SURETY(IES) (Name(s) and business address(es))  Hartford Accident & Indemnity Company Hartford Plaza Chicago, Illinois 60600				PENAL SUM - \$ MILLION(S)    THOUSAND(S)    HUNDREDS    CENT(S) ----- Fifty -----  CONTRACT DATE    CONTRACT NO. February    AT-(23-2)-56 25, 1966		
<p>KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: <i>Provided</i>, That, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the contract identified above;</p> <p>NOW, THEREFORE, if the Principal shall perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void and of no effect.</p> <p>IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.</p>						
PRINCIPAL						
Signature(s)		1. <i>Clemons M. Roark</i> (Seal)		2. (Seal)		Corporate Seal
Name(s) & Title(s) (Typed)		1. Clemons M. Roark Vice President		2.		
INDIVIDUAL SURETY(IES)						
Signature(s)		1. (Seal)		2. (Seal)		(Seal)
Name(s) (Typed)		1.		2.		
CORPORATE SURETY(IES)						
SURETY A	Name & Address	Hartford Accident & Indemnity Company, Chicago, Illinois		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				Conn.	50,000.00	
	Signature(s)	1. <i>Donald Cleveland</i>		2.		
	Name(s) & Title(s) (Typed)	1. Donald Cleveland Attorney-in-Fact		2.		

2102



CORPORATE SURETY (Continued)					
SURETY B	Name & Address			STATE OF INC.	LIABILITY LIMIT
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY C	Name & Address			STATE OF INC.	LIABILITY LIMIT
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY D	Name & Address			STATE OF INC.	LIABILITY LIMIT
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY E	Name & Address			STATE OF INC.	LIABILITY LIMIT
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY F	Name & Address			STATE OF INC.	LIABILITY LIMIT
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY G	Name & Address			STATE OF INC.	LIABILITY LIMIT
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

BOND PREMIUM		RATE PER THOUSAND \$15.00	TOTAL \$750.00
--------------	---	------------------------------	-------------------

#### INSTRUCTIONS

1. This form is authorized for use in connection with contracts for construction work or the furnishing of supplies or services. There shall be no deviation from this form without approval by the Administrator of General Services.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

3. (a) Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces

(Surety A, Surety B, etc.) headed "CORPORATE SURETY (IES)", and in the space designated "SURETY (IES)" on the face of this form only the letter identification of the Sureties shall be inserted.

(b) Where individual sureties execute the bond, they shall be two or more responsible persons. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. Such sureties may be required to furnish additional substantiating information concerning their assets and financial capability as the Government may require.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal"; and, if executed in Maine or New Hampshire, shall also affix an adhesive seal.

5. The name of each person signing this performance bond should be typed in the space provided.

# Hartford Accident and Indemnity Company

HARTFORD, CONNECTICUT

## POWER OF ATTORNEY

Know all men by these Presents, That the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

ARTHUR A. NOLL and/or DONALD CLEVELAND,  
of CHICAGO, ILLINOIS,

its true and lawful Attorney(s)-in-fact, with full power and authority to each of said Attorney(s)-in-fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed. in penalties not exceeding the sum of FIVE HUNDRED THOUSAND DOLLARS

(\$500,000.00) each, \_\_\_\_\_

and to bind the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD ACCIDENT AND INDEMNITY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This power of attorney is granted under and by authority of the following By-Law adopted by the Stockholders of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 16th day of February, 1943.

### ARTICLE IV

SECTION 8. The President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-fact, and revoke the power and authority given to him.

SECTION 11. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 13th day of March, 1956.

RESOLVED, that, whereas the President or any Vice-President, acting with any Secretary or Assistant Secretary, has the power and authority to appoint by a power of attorney, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Assistant Secretaries and Attorneys-in-fact

STATE OF ILLINOIS.

COUNTY OF COOK,

ss.

On this 28th day of February, 1966, before me, a notary public,

within and for said County and State, personally appeared Donald Cleveland to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-fact of and for the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of Hartford, Connecticut, created, organized and existing under and by virtue of the laws of the State of Connecticut; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board

of Directors; and the said Donald Cleveland did acknowledge that he executed the said instrument as the free act and deed of said Company.

Notary Public, Cook County.

My Commission Expires Nov. 20, 1973

Notary Public  
My commission expires March 31, 1967

Form S-3254 Printed in U.S.A.

STATE OF CONNECTICUT,

COUNTY OF HARTFORD,

ss.

### CERTIFICATE

I, the undersigned, Assistant Secretary of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that Article IV, Sections 8 and 11, of the By-Laws of the Company, and the Resolution of the Board of Directors, set forth in the Power of Attorney, is now in force.

Signed and sealed at the City of Hartford. Dated the 28th day of February 1966



W. K. Boyer Jr.

BILL OF SALE

FOR AND IN CONSIDERATION of the sum of One Hundred Twenty-six Thousand, Five Hundred Dollars (\$126,500.00) cash in hand, receipt of which is hereby acknowledged, the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting by and through the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), hereby bargains, sells, and conveys to CONTINENTAL MINING & MILLING CO., a Delaware corporation, whose principal office is located at 203 S. LaSalle Street, Chicago, Illinois (hereinafter called the "Purchaser"), the following described personal property presently stored on a Government-owned site located at 50 Brown Road, Robertson, Missouri, immediately north of St. Louis Airport, subject to the terms and conditions outlined herein:

<u>Description</u>	<u>Approximate Quantity</u>
Pitchblende Raffinate	74,000 tons
Colorado Raffinate	32,500 tons
Barium Sulfate Cake	1,500 tons
Barium Cake	8,700 tons
Miscellaneous Residues	350 tons (stored in deteriorated drums)

SALE TERMS AND CONDITIONS1. Quantities to Be Removed

a. All materials lying within the cross-hatched areas shown on Drawing No. 6-1403-19, which is attached hereto and made a part hereof, shall be removed by the Purchaser. If advantageous to the Purchaser, any residues lying immediately outside the cross-hatched areas may be removed.

b. All residues above ground level shall be removed within the cross-hatched areas. In case of disagreement on ground level elevations, they shall be established by producing 2' contours from elevations taken along perimeter fence and assuming there is uniform change in elevations along the north-south grid lines. If advantageous to the Purchaser, residues and/or contaminated earth below determined ground level may be removed.

DUPLICATEALA  
2105

c. Stone and other debris contained in the residue piles may be left on the site in designated areas established by the Contracting Officer. Upon completion of the Purchaser's removal operation, the area shall be left in a graded condition providing drainage to the west end of the property.

2. Site Facilities. The existing railroad spur, loading dock and tipple, covered storage area, office and changehouse will be available for use by the Purchaser without charge. Electric power and water are available at the site at the Purchaser's expense.

3. Condition of Material. All material listed herein is sold "as is". The description of the material is based on the best information available to the Government. However, the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of the material, or as to the content of rare earths, uranium, or other metals. Neither the Government, the Commission, nor persons acting on behalf of the Commission warrant the materials sold to the Purchaser under this contract (i) will not result in injury or damage when used for any purpose, or (ii) are of merchantable quality, or (iii) are fit for any particular purpose.

4. License Requirements. The material sold hereunder contains more than 0.05% uranium and therefore constitutes source material subject to licensing requirements and regulations promulgated by the Commission pursuant to the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011). Accordingly, the Purchaser must obtain a license and comply with regulations pertaining to source material as published in 10 Code of Federal Regulations, Parts 20 and 40, prior to taking possession of the material sold hereunder.

5. Notice to Proceed with Removal and Time for Removal

a. The Government will issue a notice to proceed with removal of the material sold hereunder upon payment of the purchase price, the furnishing of a performance bond as required herein, and the securing of a license by the Purchaser as required by Paragraph 4 hereof. The Purchaser shall not be entitled to possession of the material until issuance of the notice to proceed.

b. After issuance of the notice to proceed the Purchaser shall remove the material sold hereunder at the rate of not less than 15% within 100 calendar days (calculated from such date of issuance); 50% within 200 calendar days; 75% within 300 calendar days; and 100% within 400 calendar days, unless otherwise approved by the Commission.

c. It is understood that the barium cake may be removed prior to removal of the remaining residues, but that the remainder of the residues will be removed pursuant to a reasonable schedule so as to eliminate the possibility of removal of only the residues which contain the more valuable materials.

6. Performance Bond. The Purchaser shall furnish a Performance Bond in the penal sum of \$50,000 with good and sufficient sureties acceptable to the Commission on United States Standard Form No. 25.

7. Payment. Payment of the purchase price in full shall be made by the Purchaser to the United States Atomic Energy Commission upon execution and delivery of this Bill of Sale.

8. Title. Title to the material sold hereunder shall pass to the Purchaser upon payment of the purchase price and the furnishing of Performance Bond as required herein.

9. Loading and Removal. As is provided herein, the material sold hereunder is sold "as is, where is", and all of the costs of loading, removal, and site cleanup shall be borne by the Purchaser.

10. Responsibility for Property. The Purchaser assumes full responsibility for the care and custody of the material sold hereunder after passage of title.

11. Entire Agreement. The materials sold hereunder are the same materials previously offered for sale under United States Atomic Energy Commission Invitation For Bid No. AT-(23-2)-53, dated August 3, 1964, Invitation For Bid No. AT-(23-2)-52, dated January 10, 1964, and Invitation For Bid No. AT-(23-2)-46, dated March 7, 1962, in response to which a bid in the amount of \$126,500 was received from Contemporary Metals Corporation, a wholly owned subsidiary of the Purchaser hereunder. This Bill of Sale, however, is a negotiated sale and is not executed in response to said invitations for bid. It is expressly understood

WLA

2107

and agreed by the Purchaser that this Bill of Sale constitutes the entire agreement; that there are no prior agreements, understandings, or covenants between the Government and the Purchaser of any kind, nature, or description, express or implied, oral or written, which are not set forth herein; and that this document cannot be altered, modified, amended, or changed, nor any provision thereof waived or abrogated except by mutual agreement of the parties.

12. Sale of Personal Property Only. Nothing herein shall be deemed to convey any right, title, or interest in the Government-owned land on which the materials sold hereunder are stored other than the permission to utilize and occupy said land for the purpose of removal of the material sold hereunder during the period of time allowed for said removal, or any authorized extension of said period.

13. Covenant Against Contingent Fees. Purchaser warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Purchaser for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herein set forth.

14. Officials Not to Benefit. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

~~15. Disputes.~~

a. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed

of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Purchaser. The decision of the Contracting Officer shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Purchaser mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Commission. The decision of the Commission or its duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Purchaser shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Purchaser shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

b. This Disputes clause does not preclude consideration of law questions in connection with decisions provided for in Paragraph a, above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

16. Default. It is agreed by the parties that removal of the ore residues to which title is herein transferred to the Purchaser from the site is of the essence of this sale contract. If the Purchaser breaches the contract by failing to remove such material as required by the terms of the contract, the Government may send the Purchaser a thirty- (30) day written notice of default (calculated from the date of mailing). Upon Purchaser's failure to cure such default within such period (or such further period as the Government may allow) the Government, at its discretion, is authorized to sell the ore residues, ~~for the account~~ for the account of the Purchaser, less expenses incident to sale, or to effect the removal of the Purchaser's property at the cost and expense of the Purchaser, including, but not limited to, the cost

D U P L I C A T E

of transportation, cartage, and storage.. In the event of removal, the Government shall have a lien on such property for all costs resulting from such removal. Such removal may be made to a site or sites owned by the Government or acquired under rental or lease agreement for the purpose of storing said residues. In either event, the Purchaser agrees to pay a reasonable rental for such site. In any event, if the Purchaser fails to remove the property regardless of where it is located within a period of twelve (12) months from the date of notice of default (or such further time as the Government may allow), the Government may at its option, exercised by notice to the Purchaser, take title to the property and the Purchaser shall lose all right, title, and interest in and to the property as to which default has occurred. This Default article shall not be construed to waive any other rights or remedies as may be provided by law for default.

17. Definitions. As used in this Bill of Sale:

a. The term "Contracting Officer" means the person executing this document on behalf of the Government and includes his successors or any duly authorized representative of such person.

b. The term "Commission" means the United States Atomic Energy Commission or any duly authorized representative thereof, including the Contracting Officer, except for the purpose of deciding an appeal under Paragraph 15 hereunder entitled "Disputes".

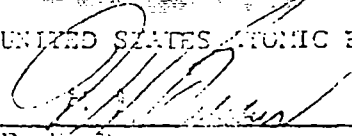
c. The words "residues", "property", and "materials" are used interchangeably throughout this document and refer to the personal property described on page 1 in the introductory paragraph of this document.

IN WITNESS WHEREOF, the United States Atomic Energy Commission has caused this Bill of Sale to be executed in the name of and on behalf of the Government by its duly authorized representative this 25th day of February, 1966.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY:

  
F. H. Bennett  
Area Manager  
St. Louis Area Office



STATE OF MISSOURI      §

COUNTY OF ST. CHARLES §

Before me, John E. Renshaw, a Notary Public of the State and County aforesaid, personally appeared F. H. Belcher, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a duly authorized representative of the United States Atomic Energy Commission, an Agency of the United States of America, and that he as such authorized representative, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the United States of America by the United States Atomic Energy Commission, by himself as such authorized representative.

Witness my hand and seal at office in Weldon Spring, St. Charles County, Missouri, this 27th day of February, 1966.

John E. Renshaw  
Notary Public

My commission expires the 27th  
day of February, 1967.

DUPLICATE

- 8 -

MLA 2112